

**ORANGE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION • REGULAR MEETING
DISTRICT EDUCATION CENTER , BLDG. H
1401 NORTH HANDY STREET • ORANGE, CA**

THURSDAY • OCTOBER 12, 2006

6:30 P.M. • CLOSED SESSION

7:30 P.M. • REGULAR SESSION

Members of the audience are invited to address the Board of Education on agenda items when the Board considers them. Speakers are limited to three (3) minutes, with a maximum of twenty (20) minutes per topic. Persons wishing to address the Board are requested to complete and submit a blue speaker card, available on the information table, before the meeting begins.

A G E N D A

(The complete agenda is available online at www.orangeusd.k12.ca.us/board/calendar.asp)

1. CALL MEETING TO ORDER - 6:30 P.M.
2. ESTABLISH QUORUM
3. PUBLIC COMMENT ON CLOSED SESSION AGENDA ITEMS
4. ADJOURN TO CLOSED SESSION
 - A. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE
Government Code 54957
 - B. PUBLIC EMPLOYEE APPOINTMENT
Government Code 54957
Title: Interim Assistant Superintendent, Educational Services
Title: Administrative Director, Educational Services
 - C. CONFERENCE WITH LABOR NEGOTIATORS
Government Code 54957.6
Agency Negotiators: Ed Kisse; Jamie Brown; Spencer Covert, Parker & Covert LLP
Employee Organization: a) California School Employees Association
b) Orange Unified Education Association
5. CALL TO ORDER - REGULAR SESSION - 7:30 P.M.
Please turn off pagers and cell phones during the meeting.

Mission Statement: *The Orange Unified School District, being committed to planning for continual improvement, will offer a learning environment of excellence, with high expectations, to provide each student with the opportunity to be able to compete in the global economy.*

6. PLEDGE OF ALLEGIANCE
7. REPORT OF CLOSED SESSION DECISIONS AS REQUIRED BY THE BROWN ACT
8. ADOPTION OF AGENDA

9. ANNOUNCEMENTS AND ACKNOWLEDGMENTS

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B. Board President's Report	1
C. Board Recognition of Students, Staff, and Community	1
D. State of the School Report: A.J. Logan, Richland High School	1

10. APPROVAL OF MINUTES

September 14, 2006 Regular Board Meeting

11. COMMUNICATIONS TO THE BOARD

Members of the audience may address the Board of Education on items not on the agenda at this time. Speaking time is limited to three (3) minutes per speaker with a maximum of twenty (20) minutes per topic. Persons wishing to address the Board should complete and submit a blue speaker card, available on the information table, prior to the meeting. In accordance with Government Code Section 54954.3, matters not on the agenda may not be acted on or discussed by the Board, but will be researched and responded to in any one of the following ways: 1) by telephone after research; 2) by mail after research; or 3) at a subsequent Board meeting as an agenda item.

12. ACTION ITEMS

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Consent items are acted upon by one motion. However, any such item can be considered separately at a Board member's request, in which case it will be acted upon following approval of the Consent Items.

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BOARD OF EDUCATION/SUPERINTENDENT

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15. COMMUNICATIONS TO THE BOARD

*Members of the audience may address the Board of Education on items not on the agenda at this time. Speaking time is limited to three (3) minutes per speaker with a maximum of twenty (20) minutes per topic. Persons wishing to address the Board should complete and submit a blue speaker card, available on the information table, prior to the meeting. In accordance with Government Code Section 54954.3, matters not on the agenda may not be acted on or discussed by the Board, but will be researched and responded to in any one of the following ways: 1) by telephone after research; 2) by mail after research; **or** 3) at a subsequent Board meeting as an agenda item.*

16. OTHER BUSINESS

Board/Staff Conference and Comments

17. ADJOURNMENT**18. CALENDAR OF REMAINING 2006 BOARD MEETINGS**

October 26, 2006
November 16, 2006
December 7, 2006

19. CALENDAR OF PROPOSED 2007 BOARD MEETINGS (*Dates are subject to change.*)

January 18, 2007	June 21, 2007
February 8, 2007	July 19, 2007
February 22, 2007	August 23, 2007
March 8, 2007	September 13, 2007
March 29, 2007	September 27, 2007
April 19, 2007	October 11, 2007
May 10, 2007	October 25, 2007
May 24, 2007	November 15, 2007
June 7, 2007	December 6, 2007

ANNOUNCEMENTS
AND
ACKNOWLEDGMENTS

TOPIC:	ANNOUNCEMENTS & ACKNOWLEDGMENTS
DESCRIPTION:	9.A. Superintendent's Report
	9.B. Board President's Report
	9.C. Board Member Recognition of Students, Staff, and Community
	9.D. State of the School Report <i>A.J. Logan, Richland High School</i>

ACTION ITEMS

TOPIC: PUBLIC HEARING AND ADOPTION OF RESOLUTION NO. 10-06-07: RESOLUTION OF CENSURE PERTAINING TO STATEMENTS MADE BY STEVE ROCCO AT THE SEPTEMBER 14, 2006 BOARD MEETING

DESCRIPTION: Board Bylaw 9005 provides the policy and procedure for adopting a Resolution of Censure with respect to a member of the Board of Education. Board President Nichols and Board Member Poutsma presented a request for a Resolution of Censure that was agendaized for the Board meeting of September 28, 2006.

At the Board meeting on September 28, 2006, the Board of Education, following consideration of this matter, approved setting the Resolution of Censure for public hearing for the regularly-scheduled Board meeting to be held on October 12, 2006. A copy of the proposed Resolution of Censure is attached to this agenda item.

Board Bylaw 9005(d) provides that, "At the public hearing, the member of the Board of Education subject to the request shall be given the opportunity to respond to the request and to provide the Board of Education information and material(s) relevant to the charge(s). The proponents of the request may also respond to the presentation and members of the Board of Education may ask questions pertaining to the matter at hand. The member subject to the charge(s) may be represented at his or her own personal expense and may have the representative speak on his or her behalf.

A decision to censure requires the adoption of a Resolution making findings with regard to the specific charge(s), based on substantial evidence, and approved by a two-thirds vote of the Board of Education."

FISCAL IMPACT: None.

RECOMMENDATION: Based upon the action of the Board of Education on September 28, 2006, it is recommended that the Board of Education hold a public hearing and adopt the Resolution of Censure of Board Member Steve Rocco.

RESOLUTION NO. 10-06-07
of the
BOARD OF EDUCATION
of the
ORANGE UNIFIED SCHOOL DISTRICT

**RESOLUTION OF CENSURE OF THE BOARD OF EDUCATION OF THE ORANGE UNIFIED
SCHOOL DISTRICT CENSURING BOARD MEMBER STEVE ROCCO REGARDING
STATEMENTS MADE AT THE SEPTEMBER 14, 2006 BOARD MEETING**

WHEREAS, the Board of Education has adopted a Censure Policy and Procedure pursuant to Board Bylaw 9005 providing in part that, "To maximize Board effectiveness and public confidence in District governance, Board members are expected to govern responsibly and hold themselves to the highest standards of ethical conduct;" and

WHEREAS, the Censure Policy and Procedure is intended to provide the mechanism by which the Board of Education can discipline any of its members who violate state or federal laws applicable to the District or for violation of the Board policies or bylaws of the Board of Education; and

WHEREAS, Article 1, section 1 of the California Constitution provides all people with inalienable rights including the right to privacy; and

WHEREAS, the Ralph M. Brown Act, at Government Code section 54957 specifically providing for the personnel exception to the open meeting requirements of the Act, was adopted by the California Legislature to protect the employee from public embarrassment and to permit free and candid discussions of personnel matters in closed session by a local government body; and

WHEREAS, Board Bylaw 9005(a)5 provides that each individual Board Member shall: . . . "5. Keep confidential matters confidential;" and

WHEREAS, Board Bylaw 9005(b) provides that the Board of Education shall . . . "5. Govern within Board-adopted policies and procedures;" and

WHEREAS, on September 14, 2006, Board Member Steve Rocco made the following statements during the open session of the Orange Unified School District Board of Education meeting:

Steve Rocco publicly stated he "would fire" a certain school administrator and district employee whom Steve Rocco named by name, that he "would vote to fire" this administrator, and that he would ask the administrator if he came to a school board meeting, "why aren't you fired yet?" and

WHEREAS, Steve Rocco has publicly stated that he will not attend any closed sessions of the Board and Steve Rocco, after attending one closed session at the beginning of his term of office, has not attended any other closed sessions of the Board; and

WHEREAS, by virtue of the right of privacy in the California Constitution, Article 1, section 1, the Ralph M. Brown Act, at Government Code section 54957 and 54963, and Board Bylaws

9005(a)5 and 9005(b)5, school board members are required to discuss, deliberate and take action on matters pertaining to the discipline, dismissal, release, and performance evaluation of school district employees in closed, not public session of the school board; and

WHEREAS, students and community members, along with school administrators, district administrators and teachers, routinely attend school board meetings in the Orange Unified School District, including but not limited to, the open session Board meeting of September 14, 2006.

NOW, THEREFORE, IT IS HEREBY RESOLVED:

(A) That the following statements were made by Steve Rocco during an open session of the regularly scheduled Board of Education meeting held September 14, 2006:

Steve Rocco publicly stated he “would fire” a certain school administrator and district employee whom Steve Rocco named by name, that he “would vote to fire” this administrator, and that he would ask the administrator if he came to a school board meeting, “why aren’t you fired yet?”

(B) Steve Rocco is censured by the Board of Education for the statements made by him that are set forth above in paragraph (A) of this Resolution. These statements were made by Steve Rocco and they are clearly in violation of the provisions of the California Constitution Article 1, Section 1, the Ralph M. Brown Act at Government Code sections 54957 and 54963, and Board Bylaws 9005(a)5, and 9005(b)5, which protect an individual’s right of privacy.

(C) It is expected that Steve Rocco will, in the future, exhibit the appropriate conduct and judgment warranted in all matters relating to School District or Board of Education affairs relating to the constitutional and statutory privacy rights of public employees of the District.

(D) Steve Rocco has been and will continue to be offered training through the California School Boards Association (CSBA) on matters pertaining to confidentiality and the requirements and obligations of school Board Members pursuant to the Ralph M. Brown Act, Government Code section 54950, et seq.

PASSED, APPROVED AND ADOPTED by the Board of Education of the Orange Unified School District at a meeting held on the 12th day of October, 2006.

Kimberlee Nichols, President of the Board of
Education of the Orange Unified School District

ATTEST:

Wes Poutsma, Clerk of the Board of Education
of the Orange Unified School District

TOPIC: PROPOSED SCHOOL BOARD POLICY 3511 – ENERGY MANAGEMENT AND WATER CONSERVATION – FIRST READING

DESCRIPTION: On May 4, 2006, the Board of Education approved an agreement with Energy Education, Inc to fully implement a comprehensive energy management program.

The savings generated through reduced energy consumption allows limited resources to be focused on achieving educational goals and objectives. Energy and water conservation is not only good for the environment; it is also a fiscally responsible use of limited district resources.

Energy Education, Inc. provides a policy sample to support implementation of the energy management program. The policy has been developed to fit the goals and objectives of the district. The success of the program requires a cooperative effort of board members, administrators, teachers, support personnel and students. The policy emphasizes the Board of Education commitment to ensure that every effort is made to reduce demand for energy and water in order to conserve natural resources and save money to support other district needs.

FISCAL IMPACT: Net savings resulting from reduced energy consumption during the first full year of the energy management program are estimated at \$481,800.

RECOMMENDATION: It is recommended that the Board of Education receive proposed Board Policy 3511 – Energy Management and Water Conservation - for a first reading.

Business and Non-Instructional Operations

Energy Management and Water Conservation

The Board of Education is committed to ensure that every effort is made to reduce the District's demand for energy and water in order to conserve natural resources and save money to support other District needs.

The implementation of this policy is the joint responsibility of Board members, administrators, teachers, support personnel, and students and its success is based on cooperation at all levels.

The Superintendent or designee shall maintain accurate records of energy and water consumption, the cost of energy and water, and shall provide information updates on the goals and progress of the energy and water conservation program.

Energy management and water conservation shall be a priority area under facilities at each school and District site. Energy audits shall be conducted and guidelines shall be implemented to achieve energy and water conservation program goals.

The following specific areas shall be emphasized to ensure overall success of the energy and water conservation program:

- 1. All District personnel shall be expected to contribute to energy efficiency. Each person shall be expected to become an "energy saver" as well as an "energy consumer."*
- 2. Energy management and water conservation shall be a priority area under facilities and results of the energy and water conservation program shall be reviewed with each site and department administrator.*
- 3. Detailed administrative guidelines for energy management and water conservation shall be implemented to support this policy.*

Further, to maintain a safe and healthy learning environment and to complement the energy and water conservation program, a preventative maintenance program for facilities and systems, including heating, ventilation, air conditioning, refrigeration (HVAC), building envelope, and moisture management shall be developed and implemented.

Adopted:

**ORANGE UNIFIED SCHOOL DISTRICT
Orange, California**

TOPIC: MOVING ORGANIZATIONAL BOARD MEETING

DESCRIPTION: Currently, the organizational Board meeting is scheduled for Thursday, December 7, 2006. Because the winter break for the traditional track is December 22, 2006 through January 5, 2007, and the only Board meeting in January is scheduled for January 18, 2007, it is recommended that the December 7th meeting be moved to December 14, 2006. This will provide a more balanced time frame between Board meetings for the months of November, December and January.

With regard to holding organizational meetings, Education Code section 35143 requires that an organizational meeting be held within a 15-day period that commences with the date upon which a governing board member elected at that election takes place. Education Code section 5017(a) provides that the winning board candidate shall hold office for a term of four years commencing on the Friday in December next succeeding his/her election.

Further, Education Code section 5017(a) requires that an organizational meeting be held during a period commencing the first Friday in December, or December 1, 2006, and Education Code section 35143 requires an organizational meeting to be held within 15 days thereafter, or on or before December 16, 2006. It is therefore permissible to move the organizational Board meeting to December 14, 2006.

Likewise, it is further recommended to move the proposed meeting date of December 6, 2007 to December 13, 2007.

FISCAL IMPACT: None

RECOMMENDATION: It is recommended that the Board of Education approve changing the Board meeting date of December 7, 2006 to December 14, 2006 and the proposed December 6, 2007 meeting date to December 13, 2007.

INFORMATION/DISCUSSION ITEMS

TOPIC: ACCEPTANCE OF THE SCHOOL ASSISTANCE AND INTERVENTION TEAM SIXTH BENCHMARK PROGRESS REPORT FOR ESPLANADE ELEMENTARY SCHOOL

DESCRIPTION: Esplanade Elementary School was identified as a "State Monitored" school by the State Board of Education under the requirements of the Immediate Intervention/Underperforming Schools Program (II/USP) in September, 2004. Under the requirements of the II/USP legislation, the Orange Unified School District contracted with the Orange County Department of Education, a state approved School Assistance and Intervention Team (SAIT) provider, to provide support to Esplanade Elementary School to implement the school reform initiatives in the Corrective Action Report and report the progress in achieving the benchmarks of the report for twenty-four months.

Since Esplanade has met its API growth targets for two consecutive years, Esplanade will exit the School Assistance and Intervention program. The School Assistance and Intervention Team has completed its sixth, and final, benchmark report detailing the progress of Esplanade Elementary on the Recommended Corrective Actions identified November, 2004 to improve pupil literacy and achievement to meet its Academic Performance Index (API) growth targets. Staff will present a summary of the findings from the "Sixth Benchmark Report."

FISCAL IMPACT: No general funds will be expended.

RECOMMENDATION: It is recommended that the Board of Education receive the Corrective Action Sixth Benchmark Progress Report from the Orange County Department of Education School Assistance and the Intervention Team.

TOPIC:

FEDERAL ACCOUNTABILITY REPORT

DESCRIPTION:

Under the requirements of the reauthorization of the Elementary and Secondary Education Act of 2001, known as the *No Child Left Behind Act*, staff must report annually to the Board of Education on the progress of schools receiving Title I, Part A funds.

OUSD has fifteen schools receiving Title I, Part A funding: California ES, Cambridge ES, Esplanade ES, Fairhaven ES, Handy ES, Jordan ES, Lampson ES, Palmyra ES, Prospect ES, Sycamore ES, Taft ES, West Orange ES, Portola MS, Yorba MS, and Orange High School. These funds are targeted to provide supplementary educational services in reading/language arts and mathematics to students who are failing or at risk of failing to meet the state standards.

Staff will present information regarding the increasing achievement of students attending these schools and the schools' status under the accountability provisions of this legislation.

FISCAL IMPACT:

Acceptance of this report has no fiscal impact.

RECOMMENDATION:

It is recommended that the Board of Education receive the information on the Federal Accountability Report.

TOPIC: **2006-07 BOARD OF EDUCATION GOALS & OBJECTIVES – FIRST READING**

DESCRIPTION: The Board of Education's Goals & Objectives for 2005-06 have been updated and are presented for discussion. Aligned with the Board's 2006-07 Goals & Objectives are the priority areas agreed upon in the 3-Year Strategic Plan.

Priority Area 1.0 - Student Achievement

Goals:

- Expand Online Course/Orange/LIVE to include all core classes
- Develop and implement a personalized education plan for each student
- Develop a plan that increases the connection between individual student and adults to support academic and social growth
- Match student interests and abilities with learning styles
- Develop curriculum to support the personalized education plans
- Provide comprehensive technology training for teachers, parents and students

Priority Area 2.0 - Student Safety

Goals:

- Evaluate the safety and security of District facilities and equipment
- Increase student safety and disaster preparedness for students and staff

Priority Area 3.0 - Fiscal Responsibility

Goals:

- Seek outside funding sources
- Develop a plan to allocate technology funds per student on an on-going basis
- Provide comprehensive technology training from various funds and programs
- Support effective personnel practices in hiring
- Promote employee/employer relations through contract negotiations
- Monitor educational program needs to ensure fiscal responsibility
- Apply to non-traditional sources for facility funding
- Evaluate and dispose of surplus property

Priority Area 4.0 - **Community Involvement and Dialogue**

Goals:

- Create programs that increase the connection between individual students and adults that develop community within the school
- Prepare staff and parents for their role in personalized education
- Ensure that individuals hired embody the District's core values and embrace personalization as a vehicle to ensure personalized academic growth
- Hire a Director of Community Development
- Develop a public relations campaign for each school
- Develop a "school partnership" plan
- Expand the use of foundations
- Promote community partnership
- Encourage student involvement in school service

FISCAL IMPACT:

This item has no fiscal impact.

RECOMMENDATION:

It is recommended that the Board of Education discuss its 2006-07 goals and objectives for a first reading.

TOPIC:	2006-07 FIRST QUARTER STATUS REPORT OF THE THREE-YEAR STRATEGIC PLAN
DESCRIPTION:	The first quarter status report of the three-year strategic plan will be presented.
FISCAL IMPACT:	This item has no fiscal impact.
RECOMMENDATION:	It is recommended that the Board of Education receive the first quarter status report of the three-year strategic plan.

Strategic Planning 3-Year Timeline

		Qtr 1	Status Report
Workstream	Strategy	06 Jul-Sept	as of October 12, 2006
Technology Expansion			
#1	Work with Facilities & Planning to include cabling, network hardware and classroom equipment in the Modernization Plan and the development of any future bond campaign.		Initial communications regarding opportunities to serve on Technology Committee presented to potential candidates.
#2	Seek outside funding sources (i.e. ERATE, EETT grants, business partnerships, other grants, and new legislation.)	Seek Cabinet approval for grant assistance funds in the amount of \$20,000. This money will be available to support local grant writing efforts. Work with local State representatives to propose a new bill called Deferred Technology Funds (similar to Deferred Maintenance) where the State matches funds up to .5% of district budget.	Request to fund \$20,000 for grant assistance submitted to Cabinet. IS staff have been in regular communication with State officials regarding need for funding and possible solutions including new legislation. OCDE Consultant will be conferring with state budget committee on appropriate next steps.
#3	Develop recommendation to allocate technology funds per student for sites (e.g. \$10 per student) on an ongoing basis, recognizing that an approved site technology plan and a site technology position will be needed.		Recommendation developed for site block grant committee consideration.

Strategic Planning 3-Year Timeline

		Qtr 1	Status Report
Workstream	Strategy	06 Jul-Sept	as of October 12, 2006
#4	Work with Cabinet and site administration to fulfill commitment in getting all teachers to regularly use and update Aeries and Blackboard and expand the Online Course/Orange LIVE to include options for all core classes.	<p>Aeries Seek Cabinet decision to mandate ABI online grading (July 2006). Seek Cabinet direction in July 2006 for all secondary teachers to use Aeries online gradebook by Jan 2007 (latest July 2007) and all elementary teachers by Sept 2007 (latest Jan 2008). Provide user friendly directions to all teachers (July/August 2006). Create "in house" bank of teacher trainers (August 2006). Recommend use of ½ staff development day in August for Gradebook (August 2006). Establish Thursday 3:00-4:30 PM Aeries Online Support Training at DO (Sept. 2006).</p> <p>BLACKBOARD Determine which schools volunteer for Blackboard Pilot program where all teachers will have a Blackboard site (Sept. 2006).</p> <p>Online Courses/Orange LIVE - Each high school to assign 2 sections to support online courses - OrangeLIVE. Provide online teachers weekly training/development time during summer.</p>	<p>Aeries Decision made to support and train all teachers, with an emphasis on secondary teachers, in the use of Aeries online gradebook with a view toward full implementation in the near future. User friendly directions have been created and disseminated. User friendly directions and tutorials are available to teachers on-line. An in house bank of trainers has been established. The use of ½ staff development day in August for Gradebook has been recommended. Tuesdays from 3:00-4:30 PM have been established for Aeries Online Support Training at DO. An Aeries Gradebook ListServ is available for teacher support with IS and Aeries staff as part of the listserv.</p> <p>BLACKBOARD Volunteer sites for Blackboard have been determined.</p> <p>Online Courses/Orange LIVE Each high school has assigned a minimum of two sections to support online courses. Orange LIVE online teachers were provided weekly training/development time during summer. D</p>
#5	Work toward providing comprehensive technology trainings for teachers, parents, and students that will be funded from Teacher Quality funds, categorical funds, grant funds, site funds, CBET, and ROP programs.	Implement a new online staff development program for scheduling trainings, registering for trainings and record keeping called GoSignMeUP. Work with all departments offering training to make sure all trainings are posted on GoSignMeUp. Trainings for administrators and secretaries on the GoSignMeUp program will be scheduled.	The "GoSignMeUp" online registration and record keeping program for staff development is being implemented. Trainings for administrations, instructors, and secretaries have been offered. Additional trainings for principals and teachers are being scheduled.

Strategic Planning 3-Year Timeline

		Qtr 1	Status Report
Workstream	Strategy	06 Jul-Sept	as of October 12, 2006
Personalization			
#1	Work with parents, students and staff to develop and implement a personalized education plan for each student to ensure academic achievement for every learner. As measured by the NCLB Act of 2001, the State STAR testing program and the California High School Exit Exam (CAHSEE).	09/06-Form committee to define/research/develop PEP process.	Research has begun and files contain several samples of personalized learning plans. Elementary Principals have begun work through F.O.R. to serve on committees. Principals from K-6 and 7-12 schools will submit names to serve on committees this month. Discussed the Personalized Education Plan with parents of English Learners at the DELAC.
#2	Create programs, structures and schedules that increase the connection between individual students and adults, and that develop community within the school that values and supports academic and social growth for every learner.	Implement a backward planning model to develop a 10-year plan that spans career/employment development to 9th grade.	This work will begin in November.
#3	Identify best practices in differentiated instruction to match student interest, abilities and learning styles.	Attend Differentiating Instruction conference.	OUSD sent a team to the National Differentiating Instruction Conference in July. Information now being integrated into F.O.R. training content in elementary. Support site staff attendance at Professional Learning Communities conference with categorical funds.
#4	Develop curriculum to ensure a broad, relevant education to support the personalized education plans.	09/06-Introduce the importance of relevance to the staff.	High School Principals have begun this dialog with their staff. New professional development department will develop training content to meet this goal.

**Strategic Planning
3-Year Timeline**

		Qtr 1	Status Report
Workstream	Strategy	06 Jul-Sept	as of October 12, 2006
#5	Train/prepare staff and parents for their role in personalized education.	09/06-Needs Assessment.	Needs assessment will be conducted in October and data compiled by November.
#6	Work with principals and the Human Resources Division to ensure individuals hired and assigned to new positions embody the district's core values and embrace personalization as a vehicle to ensure personalized academic growth for every learner.	Form a committee comprised of principals, teachers, parents, executive directors, and Human Resources representatives to establish characteristics and interview questions.	This will be completed by the end of November once the committee is up and running. Additional Updates: Calendar for Master Schedule Development started; Freshman Seminar Course implemented; Support for Freshman Seminar course teachers thru workshops/meetings; Additional Administrator for each Senior High School and Richland; additional alternative programs in development process - Community Day School; Independent Study; Opportunity School; Additional ROP courses at each high school; Bridge/Jump Start programs under way with college; Process for developing site plan for use at school site discretionary Block Grant set; School Site plans in place to address continued academic growth and achievement for all students and identified sub groups; continue Focus on Results - workshops held, visit classrooms, best practices, principal coaching.

Strategic Planning 3-Year Timeline

		Qtr 1	Status Report
Workstream	Strategy	06 Jul-Sept	as of October 12, 2006
Partnerships			
#1	Public Relations Campaign	Develop individual PR campaign for each school. Plan to reallocate resources to meet PR needs, i.e., sections, news AP, release time, newsletters, media outlets, and group involvement (June 06)	On hold until Coordinator II, Community Development is hired and in place.
#2	Revamp District's Use of Foundations	Encourage OEF to reassess its mission statement, bylaws, structure, and representation/constituents (June-September 06)	In progress. Initially discussed at Orange Education Foundation meeting of 8/22/06.
#3	Director of Community Development	Create job description (September 1, 2006)	Job description for Coordinator II, Community Development completed and sent to Board of Education on 9/29/06 for review. New position will be on Board agenda October 12, 2006 for approval.
#4	Stakeholder Committee		

Strategic Planning 3-Year Timeline

		Qtr 1	Status Report
Workstream	Strategy	06 Jul-Sept	as of October 12, 2006
Facilities			
#1	Promote passing of a facility bond.		Resolution No. 12-06-07 Declaring support for Proposition 1D (statewide facilities bond) in the November 7, 2006 Election was approved by the Board of Education on September 28, 2006.
#2	Promote community partnership to adopt schools.		
#3	Apply to non-traditional sources for facility funding.		
#4	Evaluation & Disposal of surplus property.		
#5	Encourage student population & clubs.	Sept., 2006 Appointed Office for ASB to be responsible for school beautification.	Contacted the Activity Directors at the five high schools to update them on student involvement in the strategic plan related to facilities beautification.

CONSENT ITEMS

ROUTINE ITEMS ACTED UPON IN ONE MOTION UNLESS PULLED FOR DISCUSSION AND SEPARATE ACTION.

TOPIC: PURCHASE ORDERS LIST

DESCRIPTION: Purchase orders have been processed in accordance with the rules and regulations of the Board of Education and applicable legal requirements of the State of California.

District procedures and computer system controls require that an approved purchase order, pay voucher, current liability, or credit memo exist on the District's computer system prior to the issuance of warrants. There may be a multiple number of warrants drawn against a given purchase order up to the maximum amount for that purchase order. The system restricts the processing of payment amounts in excess of the issued purchase order.

It should be noted that the purchase order system allows for a one-line description of the services or items to be procured. The issued purchase order forms a contract between the District and the vendor.

FISCAL IMPACT: \$13,098,636.91

RECOMMENDATION: It is recommended that the Board of Education approve the Purchase Orders List dated September 18 through October 1, 2006 in the amount of \$13,098,636.91.

TOPIC: WARRANTS LIST

DESCRIPTION: Warrants have been processed in accordance with the rules and regulations of the Board of Education and applicable legal requirements of the State of California and the Orange County Department of Education.

District procedures and computer system controls require that an approved purchase order, pay voucher, current liability, or credit memo exist on the District's computer system prior to the issuance of warrants. There may be a multiple number of warrants drawn against a given purchase order up to the maximum amount for that purchase order. The processing of the warrant is in compliance with the contractual agreement that has been formed by the issuance of the purchase order.

FISCAL IMPACT: \$2,520,026.95

RECOMMENDATION: It is recommended that the Board of Education approve the Warrants List dated September 18, through October 1, 2006 in the amount of \$2,520,026.95.

TOPIC:	CONTRACT SERVICES REPORT – BUSINESS SERVICES											
DESCRIPTION:	The following is a report of contract service items for Business Services.											
TURNING POINT SOLUTIONS, INC.	<p>Turning Point Solutions, Inc. will conduct a customer service audit/evaluation of all District school sites and various departments. As a well-qualified outside source who works solely with schools and school systems, Turning Point Solutions will provide an objective snapshot and numerical evaluation, which will provide an accurate gauge of the present state of service our internal and external customers are receiving. They will proactively map out the path to improvement for our District. The audit will include numerical data for each site based upon the measured areas of phone calls, site visits, e-mail utilization and website evaluation against a standardized rubric.</p> <p>The training provided will include, but not be limited to: defining and implementing components of good of customer service; defining the fundamental needs of our customers; and reviewing common steps to welcoming visitors. The training will be required of a variety of District personnel, focusing on our frontliners (those who work directly with the public, students and others). The Superintendent's Office, Business Services, Educational Services, and Human Resources see the importance of the audit/evaluation and training and have contributed funds from their already budgeted accounts.</p> <p>Outside Professional Services.....not to exceed.....\$21,000 01.00-0000-0-5850-0000-7100-101-101-000 (Godley)</p>											
SCHOOL CONSTRUCTION COMPLIANCE, LLC	<p><i>Correction to Contract Service item dated September 28, 2006</i> - The Office of Public School Construction (OPSC) requires that school districts participating in the state modernization program have in place a Labor Compliance Program (LCP). One of the components of the LCP is that contractor's certified payroll reports are audited and their employees be interviewed. School Construction Compliance (SCC) provides these services for OUSD. This authorization is for SCC to provide the services necessary for the Chevron Energy Services Contract awarded on July 20, 2006.</p> <table><tr><td>Crescent Intermediate</td><td>\$32,500</td><td>\$ 25,000</td></tr><tr><td>Canyon High School</td><td></td><td>\$ 17,500</td></tr><tr><td>Villa Park High School</td><td>\$25,000</td><td>\$ 32,500</td></tr></table> <p>Special Reserve/Capital Projects...Not to Exceed. \$ 75,000 40.00-0817-0-6200-9504-8500-247-416-000 40.00-0814-0-6200-9504-8500-390-416-000 40.00-0816-0-6200-9504-8500-394-416-000 (Christensen/Harlin)</p>			Crescent Intermediate	\$32,500	\$ 25,000	Canyon High School		\$ 17,500	Villa Park High School	\$25,000	\$ 32,500
Crescent Intermediate	\$32,500	\$ 25,000										
Canyon High School		\$ 17,500										
Villa Park High School	\$25,000	\$ 32,500										

TOPIC:	JOINT USE AGREEMENT BETWEEN THE CITY OF ORANGE AND THE DISTRICT FOR THE KILLEFER ELEMENTARY SCHOOL (RICHLAND CONTINUATION HIGH SCHOOL) PLAYGROUND AND LUNCH BUILDING ALSO REFERED TO AS "KILLEFER PARK"
DESCRIPTION:	<p>The District has worked with the City of Orange to memorialize the current operation of the District's property referred to by the community as "Killefer Park". The City has been using the park for recreational and support services to the neighborhood for over 30 years. The City maintains the facilities and pays for all costs, including utilities.</p> <p>Additionally, the City allows the Friendly Center to operate out of buildings on the park site. This agreement will allow the Friendly Center to remain as long as the agreement is in effect. This agreement may be terminated with 180 days written notice.</p>
FISCAL IMPACT:	There will be no cost to the District.
RECOMMENDATION:	It is recommended that the Board of Education approve the Joint Use Agreement with the City of Orange for the "Killefer Park".

KILLEFER SITE AGREEMENT

Section 1. PARTIES AND DATE.

This Killefer Site Agreement (the "Agreement") is dated as of October 12, 2006, and is made by and between the CITY OF ORANGE, a municipal corporation organized under the laws of the State of California, hereinafter referred to as "**City**," and the ORANGE UNIFIED SCHOOL DISTRICT, a school district organized and existing under the laws of the State of California, hereinafter referred to as "**District**," and sometimes hereinafter referred to individually as "**Party**" or together as "**Parties**."

Section 2. RECITALS.

2.1 **District** owns certain real property located at 615 North Lemon Street in the City of Orange, consisting of approximately 6.95 acres (the "District Property"). The District operates the Richland High School on a portion of the District Property (the "School Site").

2.2 With the consent, support and cooperation of **District**, the **City** installed, constructed and has maintained some of the recreational facilities on a portion of the School Site, which is commonly known as Killefer Park, consisting of (a) grassy areas, landscaping, a tot lot, walkways, fencing, utility connections, security lighting, picnic benches, a parking lot and a ballfield and back-stop (the "Recreational Facilities"), and (b) one (1) building, which is described as the "Killefer Recreation Building" on Exhibit "A" attached hereto. Moreover, the **District** installed or constructed one (1) building on a portion of the Killefer Park, which building is identified as the "Friendly Center" on Exhibit "A" hereto. The City renovated and has maintained the building described on Exhibit "A" as the Friendly Center. The Killefer Recreation Building and the Friendly Center building are referred to herein collectively as the "Community Facilities". Under separate agreement between the **City** and the Friendly Center, Inc. (the "Center") and with the consent, support and cooperation of **District**, the **City** has allowed the Center to use a portion of the Killefer Recreation Building and all of the Friendly Center building for the provision of community, social services, recreation, health and other services to the youth, adults and seniors living in proximity to Killefer Park. The City uses a portion of the Killefer Recreation Building for recreational programs. The Recreational Facilities and Community Facilities shall collectively be referred to hereinafter as the "Killefer Park Facilities".

2.3 With the consent, support and cooperation of **District**, **City** has installed and maintained the Recreational Facilities and related recreational improvements at Killefer Park at its sole cost and expense, including park signage, park benches and trash cans on portions of Killefer Park (collectively, the "Recreational Improvements").

2.4 The Center is a non-profit corporation organized under the laws of the state of California that provides support services, enrichment programs, and community activities that enhance the lives of the children, families and seniors in the City of Orange.

2.5 **District** and **City** are authorized to jointly exercise any common powers pursuant to Title 1, Division 7, Chapter 5 of the Government Code of the State of California (Section 6500 et seq.);

2.6 Education Code Section 10900 et seq. authorizes the governing bodies of **District** and **City** to enter into agreements for the construction and maintenance of recreational facilities and the operation of programs of community recreation; and the **Parties** agree to enter into this Agreement for the purpose of supporting the needs of **District's** designees for park and recreational uses at Killefer Park, as well as the citizens living in proximity to Killefer Park for park and recreational uses and community, social services, health and other services provided by the Center in accordance with the terms and conditions of this Agreement; and

2.7 It is in the best interest of the residents of the City of Orange that **District** and **City** provide for the joint use of the Killefer Park Facilities for school and community recreational and outreach purposes.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **District** and **City** hereby agree as follows:

Section 3. TERMS.

3.1 **Prior Agreements.** This Agreement supersedes and replaces all prior agreements between the **Parties**, both oral and written, regarding the use of Killefer Park by the **City**. Any and all such prior agreements between the **Parties** related to the use of Killefer Park shall be deemed terminated as of the "Commencement Date" (as defined in paragraph 3.3, below) of this Agreement, without any further action by either **Party**.

3.2 **Purpose.** The purpose of this Agreement is to enumerate the terms and conditions under which **District** will permit **City** to use the Killefer Park Facilities at the School Site for recreational activities and community outreach.

3.3 Term and Termination.

A. The term of this Agreement shall commence as of the date on which the latter of **City** and **District**, by official action, approve and execute this Agreement (the "Commencement Date"), and shall continue for an initial period of three (3) years (the "Initial Term"). Such Initial Term shall be automatically extended for up to three (3) consecutive additional terms of one (1) year each (each an "Additional Term" and, together with the Initial Term, shall be referred to herein as the "Term"), unless either **Party** terminates the Initial Term or any Additional Term by providing not less than one hundred eighty (180) days' prior written notice of non-renewability. The maximum term of the Agreement shall be six (6) years.

B. **City** shall be deemed to be in default of this Agreement in the event **City** shall fail to perform or observe any covenant, condition, or restriction found in this Agreement applicable to it for a period of thirty (30) days after the receipt of written notice from

District; provided that if more than thirty (30) days are required to complete such performance, **City** shall not be considered to be in default if **City** commences such performance within the thirty (30) day period and thereafter diligently prosecutes the cure to completion. **District** shall be deemed to be in default of this Agreement in the event **District** shall fail to perform or observe any covenant, condition, or restriction found in this Agreement applicable to it for a period of thirty (30) days after the receipt of written notice from **City**; provided that if more than thirty (30) days are required to complete such performance, **District** shall not be considered to be in default if **District** commences such performance within the thirty (30) day period and thereafter diligently prosecutes the cure to completion. In any event, any default must be cured within thirty (30) days, unless the other **Party** approves a time extension to cure based upon a written request from the defaulting **Party**.

C. Upon one hundred eighty (180) days' prior written notice, either **Party** may terminate this Agreement, in whole or in part, for any or no reason.

D. Within one hundred eighty (180) days following the expiration of the Term or earlier termination of this Agreement and unless otherwise agreed in writing, **City** shall, at its own cost and expense, remove the Community Facilities, notwithstanding their installation may have been consented to by **District**. Unless otherwise agreed in writing by the **Parties**, the **City** shall surrender all other Community Facilities and Recreational Improvements constructed or installed at Killefer Park by **City**, and shall vacate Killefer Park leaving it in clean, good order, condition, and repair. All such Community Facilities and/or Recreational Improvements shall become the property of **District** and remain upon and be surrendered by **City** with Killefer Park. The termination of the Agreement shall also automatically terminate any and all agreements, oral or in writing, entered into by **City** with other persons or entities for the use of the Killefer Park Facilities and such other persons or entities shall concurrently with **City** surrender the Killefer Park Facilities.

3.4 **Priority Use.** **District** shall have the use of the Recreational Facilities for programs and activities sponsored and organized by **District** during school hours, which are generally the hours of 7:30 a.m. through 3:00 p.m. Except to the extent prevented by other pre-existing agreements, including use of the Recreational Facilities under the Civic Center Act commencing at Education Code section 38130, **City** shall have the use of the Recreational Facilities for programs and activities sponsored and organized by **City** during non-school hours, which are generally after 3:00 p.m., Monday through Friday during the regular school calendar, all day on weekends, holidays and during the summer recess. **City** shall have use of the Community Facilities anytime during the year and Center's use of the Community Facilities shall be determined by the **City** pursuant to an agreement between **City** and Center, provided that any such use of the Community Facilities by the Center shall be consistent with the terms and conditions of this Agreement.

3.5 **Schedule of Use.**

A. **City** shall be responsible for administering and approving the schedule of use during non-school hours for the Recreational Facilities.

B. If **District** determines that the Recreational Facilities, in whole or in part, must be closed due to work on adjacent property, **District** shall give **City** thirty (30) days advance notice prior to the closure, unless **District** determines that an emergency condition exists which may threaten the health or safety of persons using the Recreational Facilities. In such case, **District** shall have the right to immediately close the affected Recreational Facilities. In the case of an emergency of the type described above, **District** agrees to make a good faith effort to give **City** notice of the closure within twenty-four (24) hours of learning of the emergency condition necessitating the closure of the affected Recreational Facilities. Upon completion of the work on the adjacent property, **District** shall give **City** notice that the affected Recreational Facilities are available for use.

3.6 **Additional Improvements and Signage.**

A. **City** shall not install or construct any additional improvements or signage of any kind at Killefer Park and no alternations shall be made to the existing improvements and signage without the prior written approval of **District**, which consent may be approved or denied in the sole discretion of **District**. The **Parties** agree to discuss proposed future improvements on the Killefer Park upon such terms and conditions as the **Parties** may mutually agree in the future.

B. Any future signage shall specifically reflect **District's** ownership of Killefer Park and **District's** interest in the community by allowing **City** to use the Killefer Park Facilities and to conduct community outreach.

3.7 **Maintenance of Facilities.** During the Term of this Agreement, **City** agrees, at its own sole cost and expense, to:

A. Maintain or cause to be maintained the Killefer Park Facilities in good order, condition and repair;

B. Provide and pay for all public utility services used on the Killefer Park Facilities, including, but not limited to, electricity, water, sewer service, gas, and waste removal;

C. Furnish necessary custodial service to keep the Killefer Park Facilities, including applicable restrooms, in a neat, orderly and sanitary condition;

D. Mow the lawn, trim lawn edges, remove weeds, repair and replace broken sprinkler heads as needed, trim trees annually, and otherwise maintain Killefer Park and Killefer Park Facilities in a neat and orderly appearance; and

E. **Pesticide/Herbicide Use Special Indemnification.** **City** acknowledges the requirements of the Healthy School Act of 2000 (California Education Code, Section 17608 et seq.) for pesticide/herbicide use on school sites. To the extent that **City's**

actions on Killefer Park include pest control that could affect the School Site, as defined in the Healthy School Act of 2000, **City** shall take the following actions:

1) Provide **District** with ninety (90) days' notice prior to performing any pesticide/herbicide control activity including, without limitation, spraying, placing or otherwise introducing insecticides, pesticides and/or herbicides on or near Killefer Park. **District** shall have the right to approve and/or modify this schedule to match **District's** own posting and pesticide/herbicide use. **District** will include this information with the notices **District** is required to send to staff and parents or guardians of pupils enrolled at the School Site pursuant to the Healthy School Act of 2000. When performing any pesticide/herbicide control activity at Killefer Park, **City** will be responsible for posting any and all required warnings as specified in Education Code Section 17612(d).

2) Within thirty (30) days of the execution of this Agreement and thereafter on or before May 1st of each year, **City** shall provide to **District** a complete list of all pesticides, herbicides, and/or related chemicals that **City** may use on Killefer Park, even under unusual circumstances, including quantities to be used and intended methods of application. **District** shall review and approve the list, as submitted or as modified by **District**, not later than June 1st of each year. **District** will include this information with the annual/semi-annual notices regarding possible chemicals that may be used at Killefer Park that **District** is required to send to staff and parents or guardians of pupils enrolled at the School Site pursuant to the Healthy School Act of 2000. When performing any pesticide/herbicide control activity at Killefer Park, **City** will be responsible for posting any and all required warnings as specified in Education Code Section 17612(d). **City** shall use only those pesticides, herbicides and other related chemicals, in those quantities and by those methods, which have been approved by **District** for each year.

3) *Special Indemnification.* **District** agrees to indemnify, defend and hold harmless **City**, its officers, officials, agents, employees and volunteers from any and all claims, losses, penalties and liabilities of any nature, to the extent caused by, arising out of, or in connection with, **City's** use of pesticides, herbicides and related chemicals upon Killefer Park in the quantity, type and method previously approved by **District**, as provided. **District** shall not be required to indemnify or defend **City** to the extent any claim, loss, penalty or liability is caused by or arises out of **City's** use of pesticides, herbicides or related chemicals of a type, in a quantity or by a method not previously approved by **District** as provided above, or arises from or in connection with **City's** failure to notify **District** as required herein, or arises from the negligence or willful conduct of **City**, its officers, officials, agents, employees, or volunteers. This subparagraph shall survive the termination of this Agreement.

3.8 **Supervision.** **City** shall be responsible for supervision during the use of the Killefer Park Facilities by **City** or any other entity **City** permits to use the Killefer Park Facilities, including, but not limited to the Center; provided, however, that the level of such supervision shall be no more than the City provides in its supervision of any of its other parks within the City.

3.9 Damage and Repair.

A. **City** agrees to repair, replace or pay for any damage done to the Killefer Park Facilities while under **City** control that is a direct result of the use of the facilities, other than normal wear and tear. **City** shall give written notice to **District** of any such damage within five (5) working days of the discovery of the damage.

B. **City** agrees to repair, replace or pay for any damage done to improvements constructed or installed by **City**, including, but not limited to, the Community Facilities.

3.10 Insurance.

A. Each of the **Parties** hereto shall legally self-insure under the laws of the state of California or procure and maintain at their respective costs throughout the Term of this Agreement comprehensive general liability and property damage insurance, including automobile (including owned, non-owned, and hired autos) and excess liability insurance. Such insurance shall insure against all claims for death and injuries against persons and damages to property which may arise from or in connection with the use of the Killefer Park Facilities, including, but not limited to, the performance of work on the facilities by **City** or **District**, as applicable, and their respective employees, agents, representatives, volunteers, contractors, and subcontractors. **City's** policy shall also insure against all claims for death and injuries against persons and damages to property which may arise from or in connection with the use of the Community Facilities, including, but not limited to, the performance of work on the Community Facilities by **City**, its employees, agents, representatives, volunteers, contractors, and subcontractors. The insurance policies required of **City** and **District** shall:

1) be endorsed to provide that the other **Party**, its officers, officials, employees, agents, representatives, and volunteers are named as additional insureds, and said endorsement shall contain no special limitation on the scope of protection offered to the other **Party** and its officers, officials, employees, agents, representatives, and volunteers;

2) be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in coverage except after thirty (30) days prior written notice by certified mail, prepaid, return receipt requested, has been given to the other **Party** and a replacement policy is obtained and submitted to the other party prior to the current policy being suspended, voided, or cancelled;

3) be primary insurance and any insurance maintained by the other **Party** shall be in excess of the insuring party's insurance and the other **Party** shall not contribute to it;

4) not contain a cross-liability endorsement; and

5) be issued by insurers of recognized responsibility, qualified to do business in California and acceptable to the other **Party**.

B. The minimum amounts of insurance required of each **Party** hereunder shall be either of the following:

1) General liability, including premises and operations, death and personal injury, and property damage, of One Million Dollars (\$1,000,000) per occurrence, and Automobile Liability (including owned, non-owned, and hired autos) in the amount of One Million Dollars (\$1,000,000) per occurrence; or

2) a general aggregate limit of Five Million Dollars (\$5,000,000).

City and District may satisfy the above requirements by properly endorsing an existing blanket liability policy or policies.

C. The **Parties** shall also carry worker's compensation insurance as required by California law.

D. On or before the Commencement Date of this Agreement, each **Party** shall provide the other with evidence of insurance effecting the coverage required hereunder, which evidence shall be in the form of duplicate originals of policies and endorsements or appropriate certificates of insurance.

E. The procuring and maintaining of insurance or the delivery of evidence of insurance shall not be construed as a limitation on each **Party's** obligation to indemnify the other as set forth in the Indemnification section herein.

3.11 **Indemnification.**

A. With respect to the Recreational Facilities, **City and District** each agree to mutually indemnify and hold each other harmless from and against all claims, causes of action, demands, losses and liability for injury to any person or damage to any property to which the other may be subjected to the extent that the same are the result of an error, omission or negligent act of the other, its officers or employees, or any other agent acting pursuant to its control and performing under this Agreement. Each **Party** agrees to defend, indemnify and hold harmless the other **Party**, their elected officials, agents, officers and employees, from all costs, damages, liability and claims caused by or arising out of or related to that party's negligence or willful misconduct. To the extent that more than one **Party** is determined to have been negligent, the **Parties** agree that each **Party** shall bear its own portion or percentage of liability and to indemnify and hold harmless the other **Party** from that share.

B. With respect to any mutually agreed upon improvements to be constructed by **City** on the Killefer Park, **City** agrees to indemnify and hold **District** harmless from and against all claims, causes of action, demands, losses and liability for injury to any person or damage to any property to which **District** may be subjected to the extent that the same are the result of an error, omission or negligent act of **City**, its officers or employees, any other

agent acting pursuant to its control and performing under this Agreement, or any other entity with whom **City** has an agreement, oral or in writing, to use the improvements constructed or installed by **City**. **City** agrees to defend, indemnify and hold harmless the **District**, its elected officials, agents, officers and employees, from all costs, damages, liability and claims caused by or arising out of or related to **City's** negligence or willful misconduct or the negligent or willful misconduct of such other entities.

3.12 **Assignment and Sublease.** This Agreement or any interest of **City** herein shall not at any time be assigned or transferred by **City** without the prior written consent of **District**. **City** shall at all times remain liable for the performance of the covenants and conditions to be performed pursuant to this Agreement, notwithstanding any assignment or transfer which may be made.

3.13 **Conflict of Interest.** No officer or employee of either **Party** shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his or her financial interest or the financial interest of any corporation, partnership or association in which he or she is directly or indirectly interested, in violation of any state statute or regulation.

3.14 **Notices.** All notices, statements, demands, requests, consents, approvals, authorizations, appointments or designations hereunder by either **Party** to the other shall be in writing and shall be sufficiently given and served upon the other **Party**, if sent by United States registered mail, return receipt requested, postage prepaid and addressed as follows:

To the City: City of Orange
 300 E. Chapman Avenue
 Orange, California, 92866

 Attention: City Manager

With a Copy to: Office of the City Attorney
 300 East Chapman Avenue
 Orange, California 92866

To the District: Orange Unified School District
 1401 N. Handy Street
 Orange, California 92867

 Attention: Superintendent

With a Copy to: Orange Unified School District
 1401 N. Handy Street
 Orange, California 92867

 Attention: Assistant Superintendent of Business

With a Copy to: Orange Unified School District
1401 N. Handy Street
Orange, California 92867

Attention: Executive Director, Facilities/Planning

Either **Party** may change its address or contacts by giving notice to the other **Party**.

3.15 **Validity.** If any one or more of the terms, provisions, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

3.16 **Non-Discrimination.** Both **City** and **District** covenant by and for itself, its administrators and assigns, and all persons claiming under or through it, that this Agreement is made subject to the following condition:

There shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, ethnicity, national origin, ancestry, religion, gender, sexual orientation, age, disability, or marital status, in the use, occupancy or enjoyment of the Recreational Facilities subject to this Agreement.

3.17 **Amendment.** This Agreement sets forth the entire agreement between **City** and **District**, and any modifications must be in the form of a written amendment agreed to by the **Parties**.

3.18 **Waiver.** The failure of either **Party** to insist upon strict performance of any of the terms, conditions or covenants in this Agreement shall not be deemed a waiver of any right or remedy for a subsequent breach or default of the terms, conditions or covenants herein contained. Any waiver by either **Party** of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

3.19 **Authority.** The persons executing this Agreement on behalf of the **Parties** hereto warrant that (1) they are duly authorized to execute and deliver this Agreement on behalf of said **Party**, (2) by so executing this Agreement, such party is formally bound to the provisions of the Agreement, and (3) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

3.20 **Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one in the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date(s) indicated below.

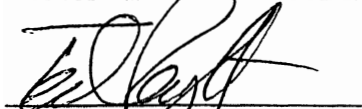
"CITY"

CITY OF ORANGE, a municipal corporation

Executed this ____ day
of _____, 2006.

By: _____
Mark A. Murphy
Mayor

APPROVED AS TO FORM:


Theodore J. Reynolds
Assistant City Attorney

ATTEST:

Mary E. Murphy
City Clerk


"DISTRICT"

ORANGE UNIFIED SCHOOL DISTRICT, a
school district

Executed this ____ day
of _____, 2006.

By: _____
Kimberlee Nichols
President

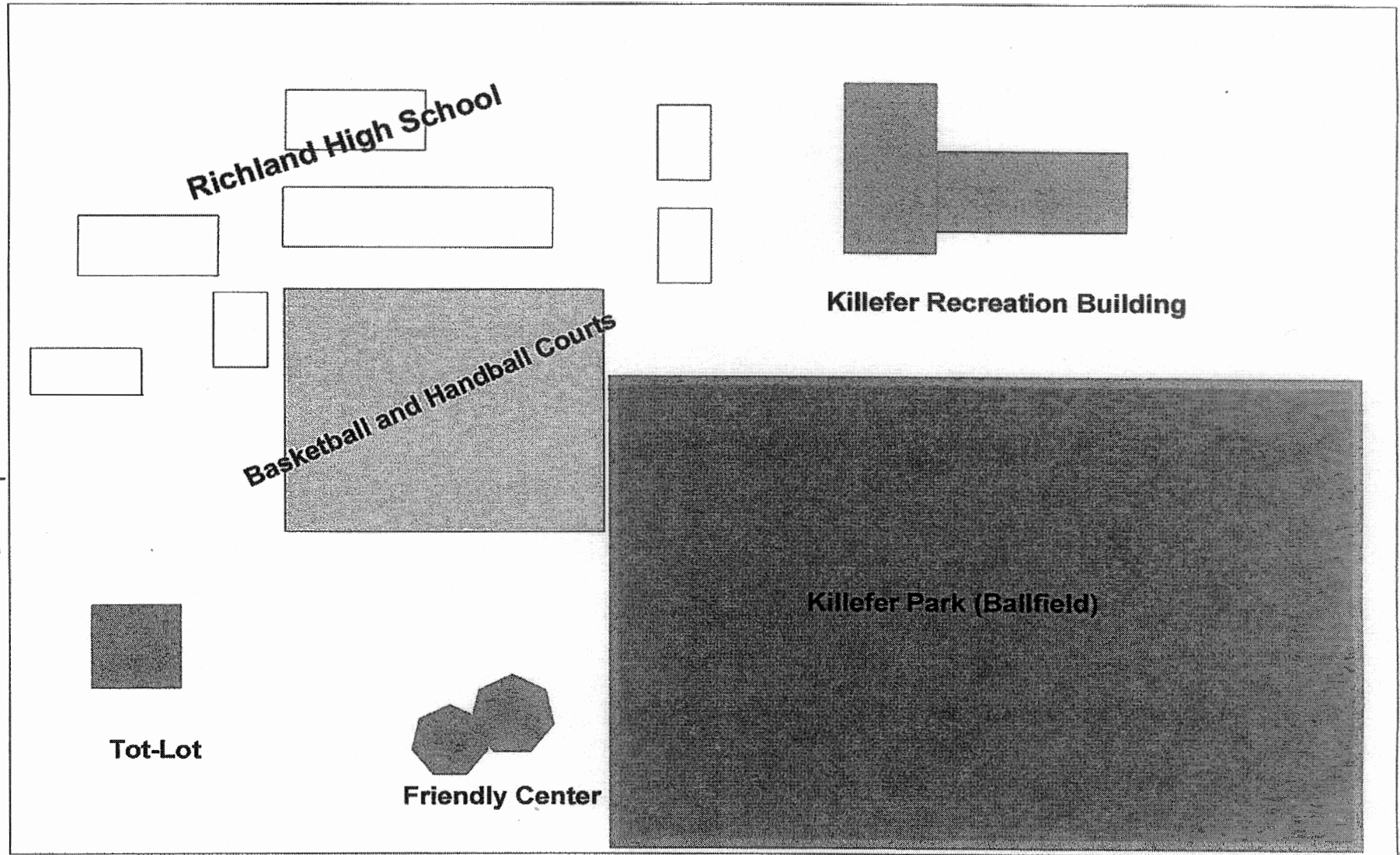
APPROVED AS TO FORM:


Douglas N. Yeoman, Partner
Parker & Covert, LLP

ATTEST:

Wes Poutsma
Clerk of the Board

Lemon Street



Summary of Killefer Site Plan
City of Orange - Orange Unified School District Joint-Use

N. Olive St.

W. Rose Ave.

TOPIC:	RECIPROCAL EASEMENT AGREEMENT BETWEEN THE CITY OF ORANGE AND THE DISTRICT FOR THE NEW PARKSIDE/ROP PARKING LOT AND THE EXISTING YORBA PARK PARKING LOT
DESCRIPTION:	<p>The District has worked with the City of Orange to mitigate the impact to parking caused by adding a dog park to the Yorba Park site. The ROP students and staff have historically used the Yorba Park parking lot for overflow parking while attending school. The decision to reopen the park for use as a dog park raised concerns about the availability of adequate parking for both facilities.</p> <p>In the spirit of cooperation, the ROP program paid to have a new 92-stall parking lot installed adjacent to the park with the understanding that access to the new parking lot would be through the existing Yorba Park parking lot. The new lot was completed in March, 2005, and is meeting the needs of students, staff and the community.</p> <p>This Reciprocal Easement Agreement will memorialize the current verbal agreement allowing access to the new District parking lot through the existing City lot. Additionally, the agreement allows each entity to use the other's parking lot for overflow parking. Each entity will maintain its own property. This agreement may be terminated with 180 days written notice.</p>
FISCAL IMPACT:	There will be no cost to the District.
RECOMMENDATION:	It is recommended that the Board of Education approve the Reciprocal Easement Agreement with the City of Orange for the Parkside/ROP and Yorba Park parking lots.

**RECIPROCAL EASEMENT AGREEMENT
BETWEEN THE CITY OF ORANGE AND
THE ORANGE UNIFIED SCHOOL DISTRICT**

This Reciprocal Easement Agreement (herein referred to as the "Agreement") is dated for reference purposes as of the last date set forth adjacent to the signatures of the REA Parties hereinbelow (herein referred to as the "Effective Date") and is being executed by and among the CITY OF ORANGE, a municipal corporation organized and existing under the laws of the State of California (herein referred to as the "City"), and ORANGE UNIFIED SCHOOL DISTRICT, a school district organized and existing under the laws of the State of California (herein referred to as the "District"). The aforementioned parties are for convenience sometimes collectively referred to herein as the "REA Parties", and this Agreement is being executed with reference to the following:

A. The City is the owner of that certain real property commonly known as Yorba Park in the City of Orange, County of Orange, California, a portion of which is generally depicted on the map attached hereto as Exhibit A (herein referred to as the "City Property"). The City Property is located adjacent to and generally north of the "District Property" (as that term is defined in the next succeeding paragraph).

B. The District is the owner of that certain real property commonly known as the Career Education Center (Parkside School), which is located at 250 South Yorba Street in the City of Orange, County of Orange, California, a portion of which is generally depicted on the map attached hereto as Exhibit A (herein referred to as the "District Property"). The District Property is located adjacent to and generally south of the City Property.

C. The District has constructed a parking lot on a portion of the District Property as generally depicted on Exhibit A (herein referred to as the "Parking Lot") and desires to take vehicular access thereto over a portion of the City Property as generally depicted on Exhibit A (herein referred to as the "Easement Area"). There is presently a gate on the District Property which acts as a barrier between the Parking Lot and the Easement Area and which will be opened from time to time in accordance with the terms of this Agreement so that the REA Parties can gain access to and from the Parking Lot.

D. At the District's request, the REA Parties have agreed or consented to reciprocal easements to be granted affecting portions of the City Property and the District Property so as to allow ingress and egress over and across the Easement Area on the City Property for the benefit of the District and parking on the Parking Lot of the District Property for the benefit of the City.

NOW THEREFORE, for and in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the REA Parties hereto agree as follows:

1. Granting of Easements.

a. City hereby grants to the District (and its tenants, sublessees, agents, successors, assigns, permittees, invitees, and guests, herein collectively referred to as the "District's Designees") in common with all others entitled to use same, a nonexclusive easement over and across that portion of the City Property generally depicted as the Easement Area on Exhibit A for vehicular and pedestrian ingress and egress over and across the Easement Area to the Parking Lot when, and only when, the District Property is open and operating for school purposes in accordance with a schedule of days and times to be agreed upon by the REA Parties from time to time; provided, however, the City reserves unto itself (i) the right to modify, alter, or change the size, design, location, or configuration of the Easement Area (and any improvements located thereon) so long as the District and the District's Designees retain a right of vehicular and pedestrian ingress and egress over and across the City Property comparable in use to that granted herein; (ii) the right to construct, reconstruct, redevelop, rehabilitate, maintain and repair that portion of the City Property (and any improvements located thereon) that is not located within the boundaries of the Easement Area; (iii) so long as the District and the District's Designees retain a right of vehicular and pedestrian ingress and egress over and across the City Property comparable in use to that granted herein, access rights to the Easement Area to facilitate the construction, reconstruction, redevelopment, rehabilitation, maintenance and repair of those improvements located on those portions of the City Property outside the Easement Area, together with the obligation to replace and/or restore any portion of the Easement Area improvements affected by the City's work or other acts to at least as good a condition as such Easement Area improvements were in prior to the City's commencement of such construction, reconstruction, redevelopment, rehabilitation, maintenance and/or repair; (iv) the right to locate, or permit the location of, utilities in the Easement Area, including the right to grant easements for such utility purposes, as long as such utilities do not interfere with the use of the Easement Area and as long as the City repairs any damage to the Easement Area caused by such use, and restores the portion of the Easement Area affected by such utility work to at least as good a condition as the condition of such area prior to the commencement of such work or use; and (v) the non-exclusive right to use the Easement Area for ingress and egress by the City (and its tenants, sublessees, agents, successors, assigns, permittees, invitees, and guests, including members of the general public and The Orange Dog Park Association; herein collectively referred to as the "City's Designees") for the use of the City Property. The City shall use its best efforts to exercise such access rights in a manner to avoid interference with the use and enjoyment of the Easement Area by the District and the District's Designees, and with respect to the access rights described in clauses (i), (ii) and (iii) of this Paragraph, only upon reasonable prior written notice to the District, except in case of emergency. The District shall have no right to restrict or impede in any way access to the Easement Area by the City and the City's Designees. The Easement Area may be used only for vehicular and pedestrian ingress and egress and for no other purposes.

b. The District hereby grants to the City and the City's Designees in common with all others entitled to use same, a nonexclusive easement over and across that portion of the District Property generally depicted as the Parking Lot on Exhibit A for vehicular parking purposes (including pedestrian and vehicular ingress and egress) in connection with the use of the City Property by the City and the City's Designees on such days and at such times that the

District Property is not open and operating for school purposes and the City Property is open to the general public in accordance with a schedule of days and times to be agreed upon by the REA Parties from time to time during the term of this Agreement; provided, however, the District reserves unto itself (i) the right to modify, alter, or change the size, design, location, or configuration of the Parking Lot (and any improvements located thereon) so long as the City and the City's Designees retain a right of vehicular parking, ingress and egress over and across the Parking Lot comparable in use to that granted herein; (ii) the right to construct, reconstruct, redevelop, rehabilitate, maintain and repair that portion of the District Property (and any improvements located thereon) that is not located within the boundaries of the Parking Lot; (iii) access rights to the Parking Lot to facilitate the construction, reconstruction, redevelopment, rehabilitation, maintenance and repair of those improvements located on those portions of the District Property outside the Parking Lot, together with the obligation to replace and/or restore any portion of the Parking Lot improvements affected by the District's work or other acts to at least as good a condition as such Parking Lot improvements were in prior to the District's commencement of such construction, reconstruction, redevelopment, rehabilitation, maintenance and/or repair; (iv) the right to locate, or permit the location of, utilities in the Parking Lot, including the right to grant easements for such utility purposes, as long as such utilities do not interfere with the use of the Parking Lot and/or the City Property and as long as the District repairs any damage to the Parking Lot caused by such use, and restores the portion of the Parking Lot affected by such utility work to at least as good a condition as the condition of such area prior to the commencement of such work or use; and (v) the right to use the Parking Lot for vehicular parking, ingress and egress by the District and District's Designees for the use of the District Property. The District shall use its best efforts to exercise such access rights in a manner to avoid interference with the use and enjoyment of the Parking Lot by the City and the City's Designees, and with respect to the access rights described in clauses (i), (ii) and (iii) of this Paragraph 1, only upon reasonable prior notice to the City, except in case of emergency. The Parking Lot may be used only for vehicular parking purposes (including pedestrian and vehicular ingress and egress) and for no other purposes. Except as otherwise provided herein, the City shall have no right to restrict or impede in any way access to the Parking Lot by the District and the District's Designees.

c. The City hereby acknowledges that the District has heretofore prepared and submitted to the City a schedule of days and times that the City may use the Parking Lot from the Effective Date of this Agreement to and including June 30, 2007. In the case of each subsequent calendar year, not less than thirty (30) days prior to the beginning of each calendar year, the District shall submit to the City a written schedule of days and times that the City may use the Parking Lot for the next calendar year.

d. The City and the District shall both keep in their possession keys to lock/unlock the gate that separates the Parking Lot from the Easement Area. The District shall keep the gate unlocked and accessible for vehicular traffic at all times that it requires access for the District's Designees to the Parking Lot and shall ensure that the gate is locked when the District or the District's Designees do not need access to the Parking Lot to and from the Easement Area. At all other times during the term of this Agreement when the District or the District's Designees do

not need to use the Parking Lot, the City may keep the gate unlocked during the hours that the City Property is open for use by the City's Designees in accordance with the schedule referred to in subparagraph "c" of this Paragraph and, under such circumstances, the City shall be responsible for locking the gate when not in use by the City or the City's Designees.

e. The term of this Agreement shall be five (5) years commencing on the Effective Date, unless sooner terminated as herein provided.

f. The City is expressly authorized to permit Special Pageants (as that term is defined in Chapter 5.72 of the Orange Municipal Code) to occur on the City Property (or any portion thereof). The City may use the Parking Lot for any such Special Pageant so long as the use of the Parking Lot has the prior written approval of the District.

2. Maintenance.

a. The City hereby agrees that until the expiration or termination of this Agreement, the City shall, at its own sole cost and expense, cause the Easement Area to be duly and properly maintained in good order and condition, to permit its use by the District and the District's Designees for vehicular and pedestrian ingress and egress as set forth herein.

b. The District hereby agrees that until the expiration or termination of this Agreement, the District shall, at its own sole cost and expense, cause the Parking Lot to be duly and properly maintained in good order and condition, to permit its use by the City and the City's Designees for vehicular parking and vehicular and pedestrian ingress and egress as set forth herein.

4. Insurance.

a. The City hereby agrees to procure and maintain at all times during the term of this Agreement bodily injury and public liability insurance insuring against any and all liability with respect to the Easement Area hereunder. The City may in its sole and absolute discretion self-insure against any and all such liability.

b. The District hereby agrees to procure and maintain at all times during the term of this Agreement bodily injury and public liability insurance insuring against any and all liability with respect to the Parking Lot hereunder. The District may in its sole and absolute discretion self-insure against any and all such liability.

c. In the event that the Orange Municipal Code requires the City's Designees to provide proof of liability insurance naming the City as an insured or additional insured prior to the use of the City Property and if the City's Designees will use the Parking Lot, the City shall require such Designees to provide liability insurance on an ISO approved general liability insurance policy or its equivalent form, protecting the City, the District and their respective board members, council members, directors, officers, employees and agents as insureds or additional

insureds.

5. Compliance With Law. Each of the REA Parties shall discharge any of its duties or exercise any of its rights hereunder in accordance with all applicable laws, regulations, or orders of any competent government authority.

6. Default/Remedies. Should a party hereto commit a breach of this Agreement and should the same not be cured within thirty (30) days after written notice from the other party thereto, or if the same cannot be cured within thirty (30) days, should such a party fail to undertake a cure and thereafter diligently prosecute same to completion, the same shall constitute a breach hereof. The defaulting party shall be liable to the non-defaulting party as provided in this Paragraph 6. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions may be instituted in the Superior Court of the County of Orange, State of California. Except as otherwise expressly provided in this Agreement, any failures or delays by either party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies. Delays by either party in asserting any of its rights and remedies shall not deprive either party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

7. Termination Rights. Each of the City and the District shall have the right to unilaterally terminate this Agreement without any further obligation or liability hereunder upon one hundred eighty (180) days' advance written notice.

8. Indemnification Rights.

a. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement as defined by Section 895 of the Government Code, the District, pursuant to the authorization contained in Sections 895.4 and 895.6 of the Government Code, hereby agrees to and shall indemnify, protect, defend and hold harmless the City, its City Council and each member thereof, and the City's officers, employees, successors, assigns and agents from and against any and all losses, damages, liabilities, claims, causes of action, penalties, judgments, costs and expenses (collectively, the "Claims") (including, without limitation, reasonable legal fees and disbursements) now or in the future, directly or indirectly, contingent or liquidated, which City may incur and which arise from or relate to (i) the use of the City's Property by the District or the District's Designees; (ii) the conduct of the District's business, any act, omission or neglect of the District, its employees, agents or contractors, or the District's Designees; and (iii) out of any default or breach by the District in the performance in a timely manner of any agreement, covenant or obligation on the District's part to be performed under this Agreement. The foregoing shall include, but not be limited to, the defense or pursuit of any claim or any action or proceeding involved therein, and whether or not (in the case of Claims made against the City) litigated and/or reduced to judgment, and whether well founded or

not. In case any action or proceeding be brought against the City by reason of any of the foregoing matters, the District, upon notice from the City, shall defend the same at the District's expense by counsel reasonably satisfactory to the City and the City shall cooperate with the District in such defense. The City need not have first paid any such claim in order to be so indemnified. The District shall not be liable for the indemnification and defense of the City on Claims or litigation arising out of the sole negligence or sole willful misconduct of the City, its employees, agents or contractors, or the City's Designees.

b. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement as defined by Section 895 of the Government Code, the City, pursuant to the authorization contained in Sections 895.4 and 895.6 of the Government Code, hereby agrees to and shall indemnify, protect, defend and hold harmless the District, its Board of Education and each member thereof, and the District's officers, employees, successors, assigns and agents from and against any and all Claims (including, without limitation, reasonable legal fees and disbursements) now or in the future, directly or indirectly, contingent or liquidated, which the District may incur and which arise from or relate to (i) the use of the District's Property by the City or the City's Designees; (ii) the conduct of the City's business, any act, omission or neglect of the City, its employees, agents or contractors, or the City's Designees; and (iii) out of any default or breach by the City in the performance in a timely manner of any agreement, covenant or obligation on the City's part to be performed under this Agreement. The foregoing shall include, but not be limited to, the defense or pursuit of any claim or any action or proceeding involved therein, and whether or not (in the case of Claims made against the District) litigated and/or reduced to judgment, and whether well founded or not. In case any action or proceeding be brought against the District by reason of any of the foregoing matters, the City, upon notice from the District, shall defend the same at the City's expense by counsel reasonably satisfactory to the District and the District shall cooperate with the City in such defense. The District need not have first paid any such claim in order to be so indemnified. The City shall not be liable for the indemnification and defense of the District on Claims or litigation arising out of the sole negligence or sole willful misconduct of the District, its employees, agents or contractors, or the District's Designees.

9. Rules and Regulations. The City shall have the right to establish from time to time, and to change, alter, and amend, and to enforce against the District and the District's Designees, any reasonable rules and regulations which are deemed necessary or advisable for the proper and efficient operation and maintenance of the Easement Area, including, without limitation, specific rules or regulations designed to (i) facilitate traffic flow, and (ii) to regulate the hours of operation of the City Property and/or the Easement Area. Likewise, the District shall have the right to establish from time to time, and to change, alter, and amend, and to enforce against the City and the City's Designees, any reasonable rules and regulations which are deemed necessary or advisable for the proper and efficient operation and maintenance of the Parking Lot, including, without limitation, specific rules or regulations designed to (i) facilitate traffic flow, and (ii) to regulate the hours of operation of the District Property and/or the Parking Lot. The REA Parties agree to consult with each other on any proposed rules and regulations or

any amendment or modification thereof prior to establishing such rules and regulations. The REA Parties, and each of them, agree to use their best efforts to ensure that their Designees comply with such rules and regulations in letter and spirit.

10. Authorization. Each of the REA Parties hereto covenants and warrants that it is duly qualified to do business in California and that its execution of this Agreement has been fully authorized.

11. Miscellaneous.

a. No Gift. Nothing contained herein shall be deemed to be a gift or dedication of any portion of the Easement Area and/or the Parking Lot to or for the general public or for any public purpose whatsoever, it being the intention of the REA Parties hereto that this Agreement shall be strictly limited to and for the purposes herein expressed.

b. Successors and Assigns. This Agreement shall be binding upon the REA Parties hereto, their successors and assigns, whether or not such successors or assigns acquire by purchase, foreclosure, deed in lieu of foreclosure, or any other manner.

c. No Partnership. Nothing contained in this Agreement nor the acts of any REA Party or by any third party shall be deemed or construed to create the relationship of principal or agent, or a partnership, or a joint venture, or of any association between the REA Parties to this Agreement.

d. Integration. This Agreement constitutes the entire agreement between the REA Parties with respect to the subject matter hereof and supersedes any and all prior oral or written agreements with respect to the subject matter hereof.

e. Further Assurances. If this Agreement expires or is terminated pursuant to Paragraph 7 or any other provision hereof, each of the REA Parties agrees to execute, have notarized, deliver and have recorded within ten (10) days after receipt of a written notice of such expiration or termination, a quitclaim deed and release of all such party's right, title, and interest under this Agreement.

f. Waiver. No waiver of any breach of or default under any term or provision hereof shall be deemed a waiver of any other breach or default and no delay or forbearance by the REA Parties in enforcing their rights hereunder shall be deemed a waiver unless embodied in a writing signed by an authorized officer of the party or parties to be bound thereby.

g. Legal Fees. In any legal or equitable proceeding for the enforcement of or the restraining of the violation of any of the terms hereof, the prevailing party in such action shall be entitled to recover all of its reasonable costs and expenses, not limited to taxable costs, including reasonable attorneys' fees.

h. Time of Essence. Time is of the essence with respect to each and every provision of this Agreement.

i. Notices. All notices permitted or required hereunder shall be effective upon personal delivery or upon being sent by registered or certified mail, postage fully prepaid, addressed to the respective REA Parties as follows:

TO THE PARTIES:

To the City: City of Orange
300 E. Chapman Avenue
Orange, California, 92866

Attention: City Manager

With a Copy to: Office of the City Attorney
300 East Chapman Avenue
Orange, California 92866

To the District: Orange Unified School District
1401 N. Handy Street
Orange, California 92867

Attention: Superintendent

With a Copy to: Orange Unified School District
1401 N. Handy Street
Orange, California 92867

Attention: Assistant Superintendent of Business

With a Copy to: Orange Unified School District
1401 N. Handy Street
Orange, California 92867

Attention: Executive Director, Facilities/Planning

or to such other address as any party may from time to time designate in writing in the manner as provided herein.

j. Choice of Law; Captions. This Agreement shall be construed according to the laws of the State of California. Captions herein are for convenience only, and shall not be considered nor referred to in resolving questions of interpretation and construction. This Agreement shall be construed according to its fair meaning and neither for nor against any party.

k. Incorporation of Exhibits. All exhibits to this Agreement are hereby incorporated by reference as though set forth in full herein.

l. Counterparts. This Agreement may be executed in multiple counterparts, each of which so fully executed counterpart shall be deemed an original. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other party to this Agreement is in the physical possession of the party seeking enforcement thereof.

IN WITNESS WHEREOF, the following REA Parties have executed this Agreement as of the following indicated times.

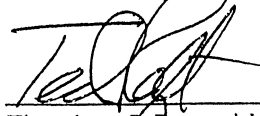
"CITY"

CITY OF ORANGE, a municipal corporation

Executed this ____ day
of _____, 2006.

By: _____
Mark A. Murphy
Mayor

APPROVED AS TO FORM:



Theodore J. Reynolds
Assistant City Attorney

ATTEST:

Mary E. Murphy
City Clerk


"DISTRICT"

ORANGE UNIFIED SCHOOL DISTRICT, a
school district

Executed this ____ day
of _____, 2006.

By: _____
Kimberlee Nichols
President

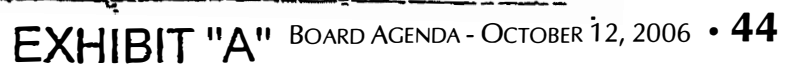
APPROVED AS TO FORM:



Douglas N. Yeoman, Partner
Parker & Covert, LLP

ATTEST:

Wes Poutsma
Clerk of the Board



TOPIC: **PERSONNEL REPORT**

DESCRIPTION: All actions listed in the Personnel Report, representing a cost to the District, have been reviewed by the Business Department and have been assigned a budget number. Appropriate funds exist in all budget areas presented in this Personnel Report. Some items on the report represent the maximum amount that could be encumbered for that item, the actual expenditure may be less, and in no instance will the expenditure be more than the requested amount without an additional request being generated.

This report may require actions for extra pay projects, separation from service, short-term employment, leaves of absence, change of status, and new hires. All requests are generated by individuals, school sites, or various District departments.

All of the above requests have been processed in accordance with the rules and regulations of the Board of Education and the applicable legal requirements of the State of California and the Orange County Department of Education.

FISCAL IMPACT: Certificated: \$ 1,066,474

Classified: \$ 183,455

RECOMMENDATION: It is recommended that the Board of Education approve the Personnel Report as presented.

CLASSIFIED AND CERTIFICATED PERSONNEL REPORT
CERTIFICATED PERSONNEL

	Name	Position	Administrative Unit	Schedule/Step/Column	Rate	Eff. From	Date To	Comments	
	EMPLOYMENT								
1	Ballestero-Upton, Mary Ann	Teacher	Taft/James		32,904.00	9/18/06	6/18/07	Temp	
2	Blume, Julie	Teacher	Chapman Hills/Merkow		38,196.00	9/25/06	6/15/07	Temp	
3	Bogart, Eric	Teacher	Portola/Thompson		38,426.00	9/22/06	6/15/07	Temp	
4	Bottomley, Chelsea	Teacher	McPherson/Saraye		38,196.00	9/25/06	6/15/07	Temp	
5	Carey, Kim	Teacher	Jordan/Anderson		40,614.00	9/25/06	6/15/07	Temp	
6	Czaykowski, Jennah	Speech Therapist	SpEd/Rohlander		39,918.00	9/25/06	6/18/07	Temp	
7	Danielson, Aaron	Teacher	Fairhaven/Rohlander		27,952.00	10/16/06	6/18/07	Temp	
8	DeBrucky, Stephanie	Teacher	Olive/Smith		38,196.00	9/25/06	6/15/07	Temp	
9	Felipe, Ken	Teacher	Portola/Thompson		38,196.00	9/25/06	6/15/07	Temp	
10	Harestad, Linda	Teacher	Riverdale/McFadden		43,985.00	9/25/06	6/15/07	Temp	
11	Hays, Kimberly	Teacher	McPherson/Saraye		38,196.00	9/25/06	6/15/07	Temp	
12	Leanza, Daniel	Teacher	Canyon HS/Duncan		7,869.00	9/18/06	6/15/07	Temp	
13	Lee, Nancy	Teacher	Jordan/Anderson		40,614.00	9/25/06	6/15/07	Temp	
14	Newsom, Hailey	Teacher	Panorama/Moore		38,196.00	9/25/06	6/15/07	Temp	
15	Phipps, Stephanie	Teacher	Prospect/Bruce		26,921.00	9/25/06	3/30/07	Temp	
16	Saltikov, Olay	Teacher	Esplanade/Anderson		38,196.00	9/25/06	6/15/07	Temp	
17	Tippets, Rebekah	Teacher	Esplanade/Anderson		39,532.00	9/25/06	6/15/07	Temp	
18	Waterkotte, Lynn	Teacher	Palymra/Smith		37,966.00	9/26/06	6/15/07	Temp	
	ROP TEACHERS								
	Luongo, Ronald	Teacher	ROP/Jones		hourly rate	9/5/06	1/24/07	Auto Technology	

Staff Responsibility:

- Ed Kissee, Assistant Superintendent-Human Resource

CLASSIFIED AND CERTIFICATED PERSONNEL REPORT
CERTIFICATED PERSONNEL

	Name	Position	Administrative Unit	Schedule/ Step/ Column	Rate	Eff. From	Date To	Comments	# of Units	Salary
	CHANGE OF STATUS									
1	Aijian, Meri	Teacher	Canyon HS			9/25/06	6/15/07	Contract status 80% to 100%		
2	Charette, Judith	Teacher	Portola/Thompson			8/28/06	6/15/07	Contract status 100% to 67%		
3	Ratajczak, Audra	Teacher	Villa Park HS/Steinle			8/28/06	6/15/07	Contract status 80% to 100%		
4	Schaefer, Michael	Teacher	Portola/Thompson			8/28/06	6/15/07	Contract status 100% to 83%		
	LEAVE OF ABSENCE									
1	Klebau, Carmelina	Teacher	Portola/Thompson			11/27/06	6/15/07	Return from Unpaid/FMLA/Child Care/w/Benefits		
2	Martinez, Amanda	Teacher	Fairhaven/Loetz			9/1/06	1/26/07	Unpaid/LOA/Medical/w/benefits		
3	Paradis, Kathleen	Teacher	Taft/James			7/1/06	9/30/09	Unpaid/STRS Medical Disability/w/benefits		
	SEPARATIONS									
1	Berner, Michelle	Teacher	Sycamore/Reynolds				9/22/06	Resignation		
2	Cornett, Susan	Teacher	Imperial/Salata				10/18/06	Retirement		
3	Hatzis, Penny	Counselor	Orange HS/Johnson				10/9/06	Resignation		
4	Miller, Sharlene	Teacher	Lampson/Matassarini				6/18/07	Retirement		
5	Petschauer, Laura	Teacher	Villa Park HS/Steinle				10/6/06	Resignation		

Staff Responsibility:

Ed Kisse, Assistant Superintendent-Human Resource

CLASSIFIED AND CERTIFICATED PERSONNEL REPORT
CERTIFICATED PERSONNEL

	Name	Position	Administrative Unit	Schedule /Step/ Column	Rate	Eff. From	Date To	Comments	# of Units	Salary
	EXTRA PAY									
1	Abercrombie, James	Teacher	Orange HS/Johnson	detention rate	23.07	9/1/06	6/15/07	Detention	36	830.52
2	Abifadel, Alicia	Teacher	Yorba/Huerta	hourly rate	38.35	8/21/06	6/15/07	Extra Period	182	6,979.52
3	Akin, Michael	Teacher	Canyon HS/Duncan	detention rate	23.07	9/1/06	6/15/07	Detention	20	461.40
4	Anderson, Maria	Teacher	El Modena HS/Bailey	misc hrly rate	34.05	10/1/06	11/30/06	SAT Prep Workshops	6	204.30
5	Auxier, Donna	Teacher	Jordan/Van Eck	misc hrly rate	34.05	11/1/06	6/5/07	After School Tutor	31	1,055.55
6	Barklow, Sandra	Teacher	Fletcher/Van Eck	misc hrly rate	110.00	7/12/06	7/13/06	Off-Track Training	2	220.00
7	Barney, Helen	Teacher	Yorba/Van Eck	misc hrly rate	34.05	9/21/06	6/5/07	Intervention	10	340.50
8	Barron, Melinda	Teacher	Orange HS/Reider	misc hrly rate	34.05	9/18/06	6/14/07	CAHSEE Tutor	54	1,838.70
9	Bender, Violet	Teacher	Spec Prog/Ochoa	payment	110.00	9/25/06	9/28/06	Off-Track Training	4	440.00
10	Berry, Colleen	Teacher	Jordan/Van Eck	misc hrly rate	34.05	11/1/06	6/5/07	After School Tutor	31	1,055.55
11	Berry, Lauren	Teacher	Fletcher/Van Eck	misc hrly rate	110.00	7/12/06	7/13/06	Off-Track Training	2	220.00
12	Bletterman, Christina	Teacher	Curriculum/Koester	daily rate	405.71	9/25/06	6/30/07	Service while Off-Track	10	4,057.12
13	Bloom, Bryan	Teacher	Yorba/Huerta	hourly rate	50.68	8/31/06	6/15/07	Extra Period	182	9,223.21
14	Bloom, Nancy	Teacher	Portola/Thompson	noon sup rate	17.30	8/31/06	6/15/07	Noon Supervision	185	3,200.50
15	Bond, Jennifer	Teacher	Crescent Inter/Paik	stipend	345.00	11/13/06	11/17/06	Outdoor Science School	1	345.00
16	Bracken, Susan	Teacher	Fletcher/Van Eck	misc hrly rate	110.00	7/12/06	7/13/06	Off-Track Training	2	220.00
17	Bradshaw, Jody	Teacher	Spec Prog/Ochoa	payment	110.00	9/25/06	9/28/06	Off-Track Training	4	440.00
18	Brewer, Rhea	Teacher	Cerro Villa/Van Eck	misc hrly rate	34.05	9/6/06	6/13/07	EL Tutor	39	1,327.95
19	Briones, Robin	Teacher	Chapman Hills/Van Eck	misc hrly rate	34.05	9/25/06	3/30/07	ExCel Instruction	124	4,222.20
20	Bruce, Lee Ann	Teacher	Prospect/Van Eck	misc hrly rate	34.05	8/31/06	6/15/07	Reading Program	200	6,810.00
21	Buckett, Barbara	Teacher	Crescent Inter/Paik	stipend	345.00	11/13/06	11/17/06	Outdoor Science School	1	345.00
22	Carlson, Amanda	Teacher	Linda Vista/Rohlander	misc hrly rate	34.05	9/18/06	6/30/07	Support & Tutoring	40	1,362.00
23	Cassis, Janet	Teacher	Riverdale/Rohlander	payment	66.00	9/26/06	9/28/06	Off-Track Training	3	198.00
24	Chien, Faustine	Teacher	Villa Park HS/Steinle	hourly rate	70.71	8/28/06	6/15/07	Extra Period	185	13,081.35
25	Churney, Stephen	Teacher	Yorba/Huerta	hourly rate	38.35	8/31/06	6/15/07	Extra Period	182	6,979.52
26	Cipolla, Greg	Teacher	Cerro Villa/Sterling	noon sup rate	17.30	8/31/06	6/13/07	Noon Supervision	180	3,114.00
27	Clagg, Cass	Teacher	Silverado/Evans	stipend	345.00	10/23/06	10/27/06	Outdoor Science School	1	345.00
28	Clark, Jeff	Teacher	Sycamore/Ochoa	misc hrly rate	34.05	8/24/06	6/30/07	EL Student Support	65	2,213.25
29	Clasen, Jeff	Teacher	Canyon Rim/Ochoa	misc hrly rate	34.05	10/24/06	12/14/06	EL Support	14	476.70
30	Coony, Art	Teacher	Linda Vista/Thompson	stipend	345.00	2/5/07	2/9/07	Outdoor Science School	1	345.00
31	Corpus, Carlene	Teacher	West Orange/Koester	payment	110.00	9/25/06	9/25/06	Off-Track Training	1	110.00

Staff Responsibility:

• Ed Kisse, Assistant Superintendent-Human Resources

CLASSIFIED AND CERTIFICATED PERSONNEL REPORT
CERTIFICATED PERSONNEL

	Name	Position	Administrative Unit	Schedule /Step/ Column	Rate	Eff. From	Date To	Comments	# of Units	Salary
32	Davidson, Dorielle	Teacher	Canyon Rim/Ochoa	misc hrly rate	34.05	10/24/06	12/14/06	EL Support	14	476.70
33	Davis, Heather	Teacher	Canyon HS/Van Eck	misc hrly rate	34.05	7/1/06	12/31/06	Software Training	40	1,362.00
34	Dawson, Juanita	Teacher	Parkside/Rohlander	misc hrly rate	34.05	9/25/06	10/6/06	Interession	40.5	1,379.03
35	Decker, Marvin	Teacher	Athletics/Jones	payment	110.00	9/1/06	12/15/06	Kelly Stadium Manager	25	2,750.00
36	Decker, Marvin	Teacher	Athletics/Jones	payment	7,637.00	9/1/06	6/14/07	Middle School Athletics Dir	1	7,637.00
37	DeSales, Madge	Teacher	Lampson/Ochoa	misc hrly rate	34.05	10/16/06	6/30/07	After School Tutor	35	1,191.75
38	Devine, Kelly	Teacher	Spec Prog/Ochoa	payment	110.00	9/25/06	9/28/06	Off-Track Training	4	440.00
39	Edgeworth, David	Teacher	Yorba/Huerta	noon sup rate	17.30	8/31/06	6/15/07	Noon Supervision	182	3,148.60
40	Edlund, Andy	Teacher	Villa Park HS/Steinle	hourly rate	78.40	8/28/06	6/15/07	Extra Period	185	14,503.63
41	Eisner, Jill	Teacher	Fletcher/Van Eck	misc hrly rate	110.00	7/12/06	7/13/06	Off-Track Training	2	220.00
42	Elliott, Apryl	Teacher	West Orange/Koester	payment	110.00	8/28/06	8/28/06	Off-Track Training	1	110.00
43	Erickson, Kathy	Teacher	Canyon Rim/Ochoa	misc hrly rate	34.05	10/24/06	12/14/06	EL Support	7	238.35
44	Erven, Joey	Teacher	Cerro Villa/Sterling	noon sup rate	17.30	8/31/06	6/13/07	Noon Supervision	180	3,114.00
45	Espinosa, Elsie	Teacher	Yorba/Ochoa	misc hrly rate	34.05	6/26/06	8/29/06	EIA LEP Testing	30	1,021.50
46	Espinoza, Melanie	Teacher	Villa Park HS/Steinle	detention rate	23.07	9/11/06	6/14/07	Detention	100	2,307.00
47	Everett, Virginia	Teacher	Orange HS/Reider	misc hrly rate	34.05	9/11/06	6/14/07	CAHSEE Support & Tutoring	54	1,838.70
48	Everett, Virginia	Teacher	Orange HS/Johnson	detention rate	23.07	9/1/06	6/15/07	Detention	36	830.52
49	Featherstone, Steve	Teacher	Orange HS/Reider	misc hrly rate	34.05	9/11/06	6/14/07	CAHSEE Support & Tutoring	54	1,838.70
50	Featherstone, Steve	Teacher	Orange HS/Reider	misc hrly rate	34.05	9/11/06	6/14/07	CAHSEE Support & Tutoring	180	6,129.00
51	Felix, Linda	Teacher	Canyon Rim/Ochoa	misc hrly rate	34.05	10/24/06	12/14/06	EL Support	7	238.35
52	Finch, Susan	Teacher	Fletcher/Van Eck	misc hrly rate	110.00	7/12/06	7/13/06	Off-Track Training	2	220.00
53	Finney, Meghan	Teacher	Lampson/Van Eck	misc hrly rate	34.05	10/16/06	12/15/06	Intervention	123	4,188.15
54	Fisher, Charlie	Teacher	Orange HS/Reider	misc hrly rate	34.05	9/11/06	6/14/07	CAHSEE Support & Tutoring	369	12,564.45
55	Fisher, Luann	Teacher	Serrano/Rubin	stipend	345.00	1/29/07	2/2/07	Outdoor Science School	1	345.00
56	Flores, Adriana	Teacher	Orange HS/Reider	misc hrly rate	34.05	9/18/06	6/14/07	CAHSEE Support & Tutoring	72	2,451.60
57	Flores, Paul	Teacher	Sycamore/Van Eck	misc hrly rate	34.05	9/22/06	6/18/07	EL Support	36	1,225.80
58	Fox, Thomas	Teacher	Villa Park HS/Steinle	noon sup rate	17.30	8/28/06	6/15/07	Noon Supervision	185	3,200.50
59	Garcia, Nicole	Teacher	Canyon/Davis	misc hrly rate	34.05	9/1/06	6/30/07	Prep for Online Class	100	3,405.00
60	Gavitt, Lisa	Teacher	Sycamore/Ochoa	misc hrly rate	34.05	9/22/06	6/18/07	EL Support	36	1,225.80
61	Gellatly, Elizabeth	Teacher	Spec Prog/Ochoa	payment	110.00	9/25/06	9/28/06	Off-Track Training	4	440.00
62	Goasa, Michelle	Teacher	Sycamore/Ochoa	misc hrly rate	34.05	9/22/06	6/18/07	EL Support	36	1,225.80
63	Green, Andrew	Teacher	Jordan/Van Eck	misc hrly rate	34.05	11/1/06	6/5/07	After School Tutor	40	1,362.00
64	Greenwald, Rochelle	Teacher	Lampson/Ochoa	misc hrly rate	34.05	10/16/06	6/30/07	After School Tutor	35	1,191.75
65	Griffin, Kristin	Teacher	Parkside/Rohlander	misc hrly rate	34.05	9/25/06	10/6/06	Interession	40.5	1,379.03

Staff Responsibility:

- Ed Kissee, Assistant Superintendent-Human Resources

CLASSIFIED AND CERTIFICATED PERSONNEL REPORT
CERTIFICATED PERSONNEL

	Name	Position	Administrative Unit	Schedule /Step/ Column	Rate	Eff. From	Date To	Comments	# of Units	Salary
66	Heptig, Ashley	Teacher	Orange HS/Johnson	hourly rate	47.63	9/18/06	6/15/07	Extra Period	171	8,144.56
67	Herman, Steve	Teacher	Lampson/Ochoa	misc hrly rate	34.05	10/16/06	6/30/07	After School Tutor	35	1,191.75
68	Hernandez, Amy	Teacher	Fletcher/Rohlander	misc hrly rate	34.05	9/13/06	9/27/06	Support to DHH Class	38.5	1,310.93
69	Herron, Terri	Teacher	Lampson/Ochoa	misc hrly rate	34.05	10/16/06	6/30/07	After School Tutor	35	1,191.75
70	Himes, Tami	Teacher	Sycamore/Ochoa	misc hrly rate	34.05	9/22/06	6/18/07	EL Support	36	1,225.80
71	Hoang, Cindy	Teacher	Lampson/Ochoa	misc hrly rate	34.05	10/16/06	6/30/07	After School Tutor	35	1,191.75
72	Hopkins, Susanne	Asst Prin	ROP/Jones	misc hrly rate	38.48	9/14/06	1/24/07	Fall Semester Night Supervisor	80	3,078.40
73	Howard, Edward	Asst Prin	ROP/Jones	misc hrly rate	38.48	9/20/06	1/24/07	Fall Semester	75	2,886.00
74	Huynh, Nona	Teacher	Spec Prog/Ochoa	payment	110.00	9/25/06	9/28/06	Off-Track Training	4	440.00
75	Imhoof, Karin	Teacher	Orange HS/Reider	misc hrly rate	34.05	9/11/06	6/14/07	CAHSEE Support & Tutoring	72	2,451.60
76	Jansen, Sharolyn	Teacher	El Modena HS/Bailey	misc hrly rate	34.05	10/1/06	11/30/06	SAT Prep Workshops	6	204.30
77	Jarvi, Rene	Teacher	Parkside/Rohlander	misc hrly rate	34.05	9/25/06	10/6/06	Intersession	40.5	1,379.03
78	Jellerson, Jennifer	Teacher	Orange HS/Reider	misc hrly rate	34.05	9/18/06	6/14/07	CAHSEE Support & Tutoring	27	919.35
79	Jennings, Lori	Teacher	Jordan/Van Eck	misc hrly rate	34.05	11/1/06	6/5/07	After School Tutor	31	1,055.55
80	Jones, Jeff	Teacher	Cerro Villa/Sterling	noon sup rate	17.30	8/31/06	6/13/07	Noon Supervision	180	3,114.00
81	Judd, Cindi	Teacher	Orange HS/Reider	misc hrly rate	34.05	9/18/06	6/14/07	Math Tutor	54	1,838.70
82	Karr, Ruth	Teacher	Orange HS/Reider	misc hrly rate	34.05	9/11/06	6/14/07	CAHSEE Support & Tutoring	54	1,838.70
83	Karr, Ruth	Teacher	Orange HS/Reider	misc hrly rate	34.05	9/11/06	6/14/07	CAHSEE Support & Tutoring	180	6,129.00
84	Kenyon, Kami	Teacher	Orange HS/Reider	misc hrly rate	34.05	9/18/06	6/14/07	CAHSEE Support & Tutoring	54	1,838.70
85	Killian, Irene	Teacher	Fletcher/Van Eck	misc hrly rate	110.00	7/12/06	7/13/06	Off-Track Training	2	220.00
86	Kim, Kathy	Teacher	Canyon Rim/Ochoa	misc hrly rate	34.05	10/23/06	12/11/06	EL Support	64	2,179.20
87	Koplien, Darlene	Teacher	Orange HS/Reider	misc hrly rate	34.05	9/18/06	6/14/07	CAHSEE Support & Tutoring	54	1,838.70
88	Koplien, Darlene	Teacher	Orange HS/Johnson	daily rate	52.42	9/18/06	6/13/07	Extra Period	171	8,963.48
89	Kotsubo, Emily	Teacher	Parkside/Rohlander	misc hrly rate	34.05	9/25/06	10/6/06	Intersession	40.5	1,379.03
90	Kuhnau, Robin	Teacher	Yorba/Huerta	daily rate	54.29	8/31/06	6/15/07	Extra Period	182	9,880.05
91	Lambrakis, Christina	Teacher	Fletcher/Varela	misc hrly rate	34.05	9/28/06	12/21/06	ExCel Instruction	150	5,107.50
92	Ledterman, Caylin	Teacher	Orange HS/Reider	misc hrly rate	34.05	9/18/06	6/14/07	CAHSEE Support & Tutoring	54	1,838.70
93	Lee, Ellen	Teacher	Fletcher/Van Eck	misc hrly rate	110.00	7/12/06	7/13/06	Off-Track Training	2	220.00
94	Lee, Nancy	Teacher	Jordan/Van Eck	misc hrly rate	34.05	11/1/06	6/5/07	After School Tutor	31	1,055.55
95	Lentini, Daniel	Teacher	Parkside/Rohlander	misc hrly rate	34.05	9/25/06	10/6/06	Intersession	40.5	1,379.03
96	Loetz-Gutierrez, Fritz	Teacher	Sycamore/Ochoa	misc hrly rate	34.05	9/22/06	6/18/07	EL Support	36	1,225.80
97	Lombardo, Sandy	Teacher	Jordan/Van Eck	misc hrly rate	34.05	11/1/06	6/5/07	After School Tutor	78	2,655.90
98	Luongo, Ronald	Teacher	ROP/Jones	hrly rate	29.53	9/21/06	10/21/06	Fall Semester	25	738.25
99	Lyles, Diane	Teacher	Handy/Van Eck	misc hrly rate	34.05	10/6/06	11/5/06	EL Support	100	3,405.00

Staff Responsibility:
Ed Kisse, Assistant Superintendent-Human Resources

CLASSIFIED AND CERTIFICATED PERSONNEL REPORT
CERTIFICATED PERSONNEL

	Name	Position	Administrative Unit	Schedule /Step/ Column	Rate	Eff. From	Date To	Comments	# of Units	Salary
100	Malone, Marci	Teacher	Lampson/Van Eck	misc hrly rate	34.05	10/16/06	12/15/06	Intervention	102	3,473.10
101	Mannen, David	Teacher	Portola/Thompson	noon sup rate	17.30	8/31/06	6/15/07	Noon Supervision	185	3,200.50
102	Marshall, Heather	Teacher	Cerro Villa/Van Eck	misc hrly rate	34.05	9/6/06	6/13/07	Zero Tolerance Tutoring	39	1,327.95
103	Martin, Linda	Teacher	Orange HS/Reider	misc hrly rate	34.05	9/11/06	6/14/07	CAHSEE Support & Tutoring	108	3,677.40
104	Maynard, Jan	Teacher	Spec Prog/Ochoa	payment	110.00	9/25/06	9/28/06	Off-Track Training	4	440.00
105	McCarthy, John	Teacher	Fletcher/Van Eck	misc hrly rate	110.00	7/12/06	7/13/06	Off-Track Training	2	220.00
106	McGaff, Heather	Teacher	Sycamore/Rohlander	misc hrly rate	340.50	9/1/06	10/16/06	IEP & Assessments	10	3,405.00
107	McVey, Debra	Teacher	Spec Prog/Ochoa	payment	110.00	9/25/06	9/28/06	Off-Track Training	4	440.00
108	Meyer, Ellen	Teacher	Fletcher/Van Eck	misc hrly rate	110.00	7/12/06	7/13/06	Off-Track Training	2	220.00
109	Meyer, Peggy	Teacher	ROP/Jones	hrly rate	29.53	9/25/06	1/24/07	Curriculum Writing	20	590.60
110	Mitten, Scott	Teacher	Jordan/Van Eck	misc hrly rate	34.05	11/1/06	6/5/07	After School Tutor	52	1,770.60
111	Moore, Bradley	Teacher	Sycamore/Van Eck	misc hrly rate	34.05	9/22/06	6/18/07	EL Support	36	1,225.80
112	Moore, James	Teacher	Cerro Villa/Sterling	noon sup rate	17.30	8/31/06	6/13/07	Noon Supervision	180	3,114.00
113	Muller, Louise	Teacher	Orange HS/Reider	misc hrly rate	34.05	9/11/06	6/14/07	CAHSEE Support & Tutoring	108	3,677.40
114	Murphy, Dawn	Teacher	Yorba/Van Eck	misc hrly rate	34.05	9/21/06	6/5/07	Intervention	10	340.50
115	Murray, Janis	Teacher	Linda Vista/Thompson	stipend	345.00	2/5/07	2/9/07	Outdoor Science School	1	345.00
116	Neddermeyer, Kather	Teacher	Cerro Villa/Sterling	detention rate	23.07	9/1/06	6/15/07	Detention	39	899.73
117	Neddermeyer, Kather	Teacher	Cerro Villa/Van Eck	misc hrly rate	34.05	9/6/06	6/13/07	Zero Tolerance Tutoring	39	1,327.95
118	Nelson, Rebeca	Teacher	Palmyra/Smith	stipend	345.00	10/24/06	10/27/06	Outdoor Science School	1	345.00
119	Newby, Jennifer	Teacher	Fairhaven/Davis	misc hrly rate	34.05	8/1/06	12/31/06	Blackboard Training	40	1,362.00
120	Nghiem, Hieu	Teacher	Spec Prog/Van Eck	misc hrly rate	34.05	8/25/06	6/30/07	Translations	20	681.00
121	Nghiem, Quynh	Teacher	Lampson/Ochoa	misc hrly rate	34.05	10/16/06	6/30/07	After School Tutor	35	1,191.75
122	Niemeyer, Paul	Teacher	Cerro Villa/Sterling	noon sup rate	17.30	8/31/06	6/13/07	Noon Supervision	180	3,114.00
123	Niemeyer, Paul	Teacher	Cerro Villa/Van Eck	misc hrly rate	34.05	9/6/06	6/13/07	Zero Tolerance Tutoring	61	2,077.05
124	Nussbaum, William	Teacher	Sycamore/Van Eck	misc hrly rate	34.05	9/22/06	6/18/07	EL Support	36	1,225.80
125	Ochoa, Brenda	Teacher	Orange HS/Reider	misc hrly rate	34.05	9/18/06	6/14/07	CAHSEE Support & Tutoring	34	1,157.70
126	Ochoa, Brenda	Teacher	Orange HS/Johnson	hourly rate	47.63	9/18/06	6/13/07	Extra Period	171	8,144.56
127	O'Connor, Richard	Teacher	Crescent Inter/Paik	stipend	345.00	11/13/06	11/17/06	Outdoor Science School	1	345.00
128	Page, Eve	Teacher	Fletcher/Van Eck	misc hrly rate	110.00	7/12/06	7/13/06	Off-Track Training	2	220.00
129	Panos, Peter	Teacher	Lampson/Van Eck	misc hrly rate	34.05	10/16/06	12/15/06	Intervention	102	3,473.10
130	Polakoff, Mandy	Teacher	Parkside/Rohlander	misc hrly rate	34.05	9/25/06	10/6/06	Intersession	40.5	1,379.03
131	Ponce, Nancy	Teacher	Parkside/Rohlander	misc hrly rate	34.05	9/25/06	10/6/06	Intersession	40.5	1,379.03
132	Powers, Andrea	Teacher	Spec Prog/Ochoa	payment	110.00	9/25/06	9/28/06	Off-Track Training	4	440.00
133	Randall, Tara	Teacher	Spec Prog/Ochoa	payment	110.00	9/25/06	9/28/06	Off-Track Training	4	440.00

Staff Responsibility:

Ed Kisse, Assistant Superintendent-Human Resources

CLASSIFIED AND CERTIFICATED PERSONNEL REPORT
CERTIFICATED PERSONNEL

	Name	Position	Administrative Unit	Schedule /Step/ Column	Rate	Eff. From	Date To	Comments	# of Units	Salary
134	Ray, Robin	Teacher	Sycamore/Van Eck	misc hrly rate	34.05	9/22/06	6/18/07	EL Support	36	1,225.80
135	Reichert, Sabine	Teacher	Jordan/Van Eck	misc hrly rate	34.05	11/1/06	6/5/07	After School Tutor	31	1,055.55
136	Reid, Andrea	Teacher	Jordan/Van Eck	misc hrly rate	34.05	11/1/06	6/5/07	After School Tutor	31	1,055.55
137	Reid, Judy	Teacher	Chapman Hills/Van Eck	misc hrly rate	34.05	9/25/06	3/30/07	ExCel Instruction	124	4,222.20
138	Reynolds, Malia	Teacher	Villa Park HS/Steinle	detention rate	23.07	9/11/06	6/14/07	Detention	100	2,307.00
139	Riley, Kelly	Teacher	Palmyra/Smith	stipend	345.00	10/24/06	10/27/06	Outdoor Science School	1	345.00
140	Roberts, Tara	Teacher	Lampson/Ochoa	misc hrly rate	34.05	10/16/06	6/30/07	After School Tutor	35	1,191.75
141	Rosselli, Robert	Teacher	Serrano/Rubin	stipend	345.00	1/29/07	2/2/07	Outdoor Science School	1	345.00
142	Roth, Sarah	Teacher	Lampson/Ochoa	misc hrly rate	34.05	10/16/06	6/30/07	After School Tutor	35	1,191.75
143	Roth, Todd	Teacher	Lampson/Ochoa	misc hrly rate	34.05	10/16/06	6/30/07	After School Tutor	35	1,191.75
144	Rutledge, Patricia	Teacher	Serrano/Rubin	misc hrly rate	34.05	10/1/06	5/30/07	Reading & Writing Support	264	8,989.20
145	Sator, Cynthia	Teacher	Serrano/Rubin	misc hrly rate	34.05	10/1/06	5/30/07	Reading & Writing Support	88	2,996.40
146	Saukkola, Carol	Teacher	Serrano/Rubin	noon sup rate	23.07	8/31/06	6/14/07	Noon Supervision	22	507.54
147	Saukkola, Carol	Teacher	Serrano/Rubin	stipend	345.00	1/29/07	2/2/07	Outdoor Science School	1	345.00
148	Savela, Eva	Teacher	Lampson/Ochoa	misc hrly rate	34.05	10/16/06	6/30/07	After School Tutor	35	1,191.75
149	Schlossnagle, Gary	Teacher	El Modena HS/Bailey	misc hrly rate	34.05	10/1/06	11/30/06	SAT Prep Workshops	6	204.30
150	Scott, Brenda	Teacher	Yorba/Huerta	noon sup rate	17.30	8/31/06	6/15/07	Noon Supervision	182	3,148.60
151	Shaw, Cathy	Teacher	Canyon Hills/Rohlander	misc hrly rate	34.05	9/1/06	6/15/07	Special Olympics	30	1,021.50
152	Shaw, Katherine	Teacher	Fletcher/Van Eck	misc hrly rate	110.00	7/12/06	7/13/06	Off-Track Training	2	220.00
153	Shepherd, Julie	Teacher	Lampson/Ochoa	misc hrly rate	34.05	10/16/06	6/30/07	After School Tutor	35	1,191.75
154	Sheppard, Lori	Teacher	Fletcher/Van Eck	misc hrly rate	110.00	7/12/06	7/13/06	Off-Track Training	2	220.00
155	Shishani, LaDeana	Teacher	Fletcher/Van Eck	misc hrly rate	110.00	7/12/06	7/13/06	Off-Track Training	2	220.00
156	Simon, Linda	Teacher	Fletcher/Van Eck	misc hrly rate	110.00	7/12/06	7/13/06	Off-Track Training	2	220.00
157	Simon, Linda	Teacher	Spec Prog/Ochoa	payment	110.00	9/25/06	9/28/06	Off-Track Training	4	440.00
158	Slipakoff, Eileen	Teacher	Fletcher/Van Eck	misc hrly rate	110.00	7/12/06	7/13/06	Off-Track Training	2	220.00
159	Snow, Nicole	Teacher	Spec Prog/Ochoa	payment	110.00	9/25/06	9/28/06	Off-Track Training	4	440.00
160	Snyder, Gary	Teacher	Yorba/Huerta	noon sup rate	17.30	8/31/06	6/15/07	Noon Supervision	182	3,148.60
161	Stahler, Lynn	Teacher	Canyon HS/Duncan	misc hrly rate	34.05	9/11/06	6/15/07	String Instruction	44	1,498.20
162	Stewart, Michelle	Teacher	Villa Park HS/Steinle	hourly rate	72.23	8/28/06	6/14/07	Extra Period	185	13,362.00
163	Stoddard, Carolyn	Teacher	Orange HS/Reider	misc hrly rate	34.05	9/18/06	6/14/07	CAHSEE Support & Tutoring	54	1,838.70
164	Swingle, Joseph	Teacher	La Veta/Rohlander	misc hrly rate	34.05	9/25/06	5/18/07	Fast ForWord Program	240	8,172.00
165	Thomas, Curt	Teacher	Orange HS/Reider	misc hrly rate	34.05	9/11/06	6/14/07	CAHSEE Support & Tutoring	36	1,225.80
166	Thomas, Cythia	Teacher	Palmyra/Smith	stipend	345.00	10/24/06	10/27/06	Outdoor Science School	1	345.00
167	Thomsen, Travis	Teacher	Portola/Thompson	detention rate	23.07	8/31/06	6/15/07	Detention	80	1,845.60

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Staff Responsibility:
• Ed Kisse, Assistant Superintendent-Human Resources

CLASSIFIED AND CERTIFICATED PERSONNEL REPORT
CERTIFICATED PERSONNEL

	Name	Position	Administrative Unit	Schedule /Step/ Column	Rate	Eff. From	Date To	Comments	# of Units	Salary
168	Tippets, Bree	Teacher	Spec Prog/Ochoa	payment	110.00	9/25/06	9/28/06	Off-Track Training	4	440.00
169	Toohey, Michael	Teacher	Orange HS/Reic	misc hrly rate	34.05	9/18/06	6/14/07	CAHSEE Support & Tutoring	54	1,838.70
170	Toohey, Michael	Teacher	Orange HS/Johnson	detention rate	23.07	9/1/06	6/15/07	Detention	36	830.52
171	Venckus, Michelle	Teacher	Crescent Inter/Paik	stipend	207.00	11/13/06	11/15/06	Outdoor Science School	1	207.00
172	Villalovos, Al	Teacher	Yorba/Huerta	noon sup rate	17.30	9/18/06	6/15/06	Noon Supervision	177	3,062.10
173	Ward, Michele	Teacher	Crescent Inter/Paik	stipend	138.00	11/16/06	11/17/06	Outdoor Science School	1	138.00
174	Williams, Terry	Teacher	Yorba/Huerta	hourly rate	54.29	8/31/06	6/15/07	Extra Period	182	9,880.05
175	Williams, Terry	Teacher	Yorba/Huerta	noon sup rate	17.30	8/31/06	6/15/07	Noon Supervision	182	3,148.60
	Short Term Contract									
	Crum, Judith	Teacher	Ed Tech/Davis	daily rate	250.00	8/1/06	6/30/07	Blackboard Training	24	6,000.00
	Francoeur, Jacqueline	Teacher	Ed Tech/Davis	daily rate	250.00	7/1/06	6/30/07	Blackboard Training	56	14,000.00
	Extra Pay -Coaching Stipends									
	Ruthenberg, Joe	Teacher	Orange HS/Johnson	Stipend	3,392.67	9/1/06	6/30/07	JROTC	1	3,392.67
	Aguilar, Ed	Teacher	Orange HS/Johnson	Stipend	3,392.67	9/1/06	6/30/07	JROTC	1	3,392.67
	Extra Pay for Department Chairpersons									
	Palucki, Lynne	Teacher	McPherson/Saraye	Stipend	1,766.00	9/1/06	6/30/07	LANGUAGE ARTS	1	1,766.00
	Sellers, Lynn	Teacher	McPherson/Saraye	Stipend	1,766.00	9/1/06	6/30/07	SCIENCE	1	1,766.00
	Denenny, Judy	Teacher	McPherson/Saraye	Stipend	1,766.00	9/1/06	6/30/07	SOCIAL SCIENCE	1	1,766.00
	Mitchell, Matt	Teacher	McPherson/Saraye	Stipend	1,766.00	9/1/06	6/30/07	PHYSICAL EDUCATION	1	1,766.00
	Cooper, LouAnne	Teacher	McPherson/Saraye	Stipend	1,766.00	9/1/06	6/30/07	MATHEMATICS	1	1,766.00
	Wixted, Amy	Teacher	McPherson/Saraye	Stipend	1,766.00	9/1/06	6/30/07	SPECIAL EDUCATION	1	1,766.00
	Eckert, Jennifer	Teacher	Canyon HS/Duncan	Stipend	883.00	9/1/06	6/30/07	LANGUAGE ARTS	1	883.00
	Graupensberger, Bob	Teacher	Canyon HS/Duncan	Stipend	883.00	9/1/06	9/30/07	TECHNOLOGY	1	883.00

CLASSIFIED AND CERTIFICATED PERSONNEL REPORT
CLASSIFIED PERSONNEL

Name	Position	Administrative Unit	Range/Step	Rate	Eff. From	Eff. To	Comments
EMPLOYMENT							
Hourly							
Arellano, Valerie	Bus Driver/ Transportation	Transportation/ McDonald	34/1 (51)	\$ 14.69	7/31/2006		Replacement for L. Amezcua
Bahman Pour, Shoeila	CDC Aide/ Child Development Center	Child Development Center/ Stephens	22/1 (53)	\$ 11.48	9/19/2006		Replacement for D. Gould
Cabotaje, Kim	Inst. Asst./ Crescent Intermediate	Crescent Intermediate/ Stoterau	24/2 (53)	\$ 12.63	9/11/2006		new position
Fritz, Jennifer	Inst. Asst.-Inclusion/ Crescent Intermediate	Special Education/ Rohlander	26/1 (53)	\$ 12.63	9/5/2006		new position
Gallardo, Roxanna	Inst. Asst./ Bus Aide	Special Education/ Rohlander	28/1 (53)	\$ 13.30	9/13/2006		Replacement for Y. Madera
Greer, Jennifer	Inst. Asst.-SDC/ Portola MS	Special Education/ Rohlander	26/1 (53)	\$ 12.63	9/25/2006		Replacement for A. Trejo
Larson, Paula	Inst. Asst.-Pre K/ Chapman Hills ES	Special Education/ Rohlander	26/1 (53)	\$ 12.63	9/27/2006		Replacement for A. Danielson
Maciel-Arreola, Elizabeth	Inst. Asst./ Bus Aide	Special Education/ Rohlander	28/1 (53)	\$ 13.30	9/29/2006		Replacement for P. Gonzales
Peevyhouse, William	Inst. Asst.-SDC/ Cerro Villa MS	Special Education/ Rohlander	26/1 (53)	\$ 12.63	9/18/2006		Replacement for L. Bartlett
Reta, Margaret	Inst. Asst.-RSP/ Canyon HS	Special Education/ Rohlander	26/1 (53)	\$ 12.63	9/25/2006		Replacement for S. Fellhoelter
Sarabia, Wanda	Inst. Asst.-SDC/ Special Programs	Special Education/ Rohlander	26/1 (53)	\$ 12.63	10/2/2006		Replacement for B. Horton
Treanor, Jenny	Inst. Asst.-SDC/ Canyon HS	Special Education/ Rohlander	26/1 (53)	\$ 12.63	8/29/2006		Replacement for L. Glasgow
Wagner, Ryan	Inst. Asst.-SDC/ El Modena HS	Special Education/ Rohlander	26/1 (53)	\$ 12.63	9/18/2006		Replacement for J. Thompson

CLASSIFIED AND CERTIFICATED PERSONNEL REPORT
CLASSIFIED PERSONNEL

Name	Position	Administrative Unit	Range/Step	Rate	Eff. From	Eff. To	Comments
SHORT TERM EMPLOYMENT							
Cudd, Shannon	AVID Tutor/ Orange HS	Orange HS/ Johnson	Per Hour	\$ 10.00	9/7/2006	6/14/2007	Not to Exceed \$3,040.00
Brown, Christina	AVID Tutor/ Orange HS	Orange HS/ Johnson	Per Hour	\$ 12.00	9/8/2006	6/14/2007	Not to Exceed \$3,360.00
Bui, Thinh	AVID Tutor/ Orange HS	Orange HS/ Johnson	Per Hour	\$ 11.00	9/19/2006	6/15/2007	Not to Exceed \$3,168.00
Eggert, Karen	Dance Team Coach/ Canyon HS	Canyon HS/ Duncan	Per Month	\$ 900.00	9/1/2006	6/30/2007	Not to Exceed \$9,000.00
Emerson-Brown, Jane	PE Specialist/ Serrano ES	Serrano ES/ Rubin	Per Hour	\$ 20.00	10/1/2006	5/30/2007	Not to Exceed \$5,000.00
Flores, Kevin	AVID Tutor/ Villa Park HS	Villa Park HS/ Steinle	Per Hour	\$ 10.00	9/11/2006	6/14/2007	Not to Exceed \$2,260.00
Garcia, Jose	AVID Tutor/ Orange HS	Orange HS/ Johnson	Per Hour	\$ 10.00	9/6/2006	6/14/2007	Not to Exceed \$2,280.00
Gerkins, Megan	AVID Tutor/ Orange HS	Orange HS/ Johnson	Per Hour	\$ 12.00	9/19/2006	6/14/2007	Not to Exceed \$1,300.00
Gilliard, Kenneth	Music Accompanist/ Orange HS	Orange HS/ Johnson	Per Hour	\$ 10.00	9/1/2006	6/15/2007	Not to Exceed \$1,263.00
Kenady, Claudia	Word Processing/ Special Programs	Special Programs/ Besta	Per Hour	\$ 15.00	7/1/2006	6/30/2007	Not to Exceed \$1,500.00
Polarci, Jeffrey	Fire Science/ ROP	Career Education Center/ Snyder	Per Hour	\$ 11.00	9/1/2006	1/24/2007	Not to Exceed \$1,650.00
Pretti, Darin	AVID Tutor/ Orange HS	Orange HS/ Johnson	Per Hour	\$ 11.00	9/19/2006	6/14/2007	Not to Exceed \$3,080.00
Safarzadeh, Sasha	AVID Tutor/ Villa Park HS	Villa Park HS/ Steinle	Per Hour	\$ 10.00	8/31/2006	6/14/2007	Not to Exceed \$2,260.00
Shah, Kevin	Percussion Tech/ Canyon HS	Canyon HS/ Duncan	Per Month	\$ 1,000.00	9/1/2006	6/30/2007	Not to Exceed \$10,000.00
Shah, Kevin	Percussion Coach/ Special Programs	Special Programs/ Besta	Per Hour	\$ 20.00	9/20/2006	6/30/2007	Not to Exceed \$7,000.00
Tran, Richard	AVID Tutor/ Canyon HS	Canyon HS/ Duncan	Per Hour	\$ 11.00	9/15/2006	6/15/2007	Not to Exceed \$4,500.00
Zahed, Masooma	AVID Tutor/ Orange HS	Orange HS/ Johnson	Per Hour	\$ 12.00	9/8/2006	6/14/2007	Not to Exceed \$2,664.00

Staff Responsibility: Ed Kissee
• Assistant Superintendent - Human Resources

CLASSIFIED AND CERTIFICATED PERSONNEL REPORT
CLASSIFIED PERSONNEL

Name	From	To	Eff. From	Date To	Comments
EMPLOYMENT CHANGE					
Hourly					
Brior, Mike	Instructional Assistant, Sp Ed.	Instructional Assistant, Sp Ed.	9/5/2006		Reduction in work hours
	Canyon Hills TMR	Canyon Hills TMR			
	28/6 (51)	28/6 (51)			
	9.5 mos/6.5 hrs	9.5 mos/6 hrs			
Scoma-Cosman, Grace	LOA	Senior Food Service Assistant	7/20/2006		Return from unpaid leave of absence
		Running Springs ES			
		23/3 (53)			
		9.5 mos/3.5 hrs			
Monthly					
Morfin, Sesar	Bus Driver	Accounting Technician I	9/25/2006		Promotion, replacing M. Casey
	Transportation	Fiscal Services			
	34/6 (51)	38/5 (50)			
	9.5 mos/6 hrs	12 mos/8 hrs			

CLASSIFIED AND CERTIFICATED PERSONNEL REPORT
CLASSIFIED PERSONNEL

Name	Position	Administrative Unit	Schedule/ Step/Column	Rate	Eff. From	Date To	Comments
SEPARATIONS							
Aguilar, Ana	Food Service Assistant	Nutrition Services			6/15/2006		Resignation
Bartlett, Linda	Instructional Assistant	Special Education			6/15/2006		Resignation
Duggan, Christine	Instructional Assistant	Special Education			6/15/2006		Resignation
Fitch, Alpha	Instructional Assistant	Special Education			6/17/2006		Dismissal
Gaspard, Gary	Campus Security Officer	Richland Cont. HS			9/15/2006		Dismissal
Hernandez, Amy	Instructional Assistant	Special Education			9/12/2006		Resignation
Linares, Ana	Food Service Assistant	Nutrition Services			9/8/2006		Resignation
Lopez, Cesar	Campus Security Officer	Portola MS			6/16/2006		Resignation
Luevanos, Soraya	Technology Assistant	Lampson ES			8/10/2006		Resignation
Parekh, Anita	Instructional Assistant	California ES			9/18/2006		Resignation
Vanden Bosch, Janna	Child Care Asst. Leader	Child Care			9/15/2006		Resignation
Yocum, Marcy	Instructional Assistant	Orange HS			9/15/2006		Resignation

CLASSIFIED AND CERTIFICATED PERSONNEL REPORT
CLASSIFIED PERSONNEL

Name	Position	Administrative Unit	Schedule/ Step/ Column	Rate	Eff. From	Date To	Comments	# of Units	Salary
	EXTRA PAY PROJECT-COACHING STIPENDS								
Cortes, Edgar	Walk-On Coach	Orange HS/Johnson	Stipend	2,230.00	11/1/06	2/28/07	Fr. Boys' Basketball	1	2,230.00
Kuhn, Judimarie	Walk-On Coach	Villa Park HS/Steinle	Stipend	500.00	9/15/06	1/30/07	Var. Hd. Girls' Softball	1	500.00
Kulisich, John	Walk-On Coach	Villa Park HS/Steinle	Stipend	2,128.00	8/1/06	11/30/06	Boys' Waterpolo	1	2,128.00

TOPIC:	STUDENT TEACHER ASSIGNMENTS/AGREEMENTS
DESCRIPTION:	<p>It has long been the policy of the Orange Unified School District to cooperate with neighboring colleges/universities in assisting with teacher-training programs to provide educational fieldwork experiences in our schools for student teachers.</p> <p>These experiences are under the direct supervision and instruction of certificated employees of the District for a period not to exceed one semester. The college/university is responsible to direct, supervise and evaluate the performance of the student teacher cooperatively with District employees.</p>
FISCAL IMPACT:	This item has no fiscal impact.
RECOMMENDATION:	It is recommended that the Board of Education approve the attached student teaching assignment lists.

CLASSIFIED AND CERTIFICATED PERSONNEL REPORT
CERTIFICATED PERSONNEL

School	Student Teacher	Assignment	Begin Date	End Date	Master Teacher	University	Units
STUDENT TEACHER PLACEMENTS							
Taft	Bowman, J.	Special Ed.	6/1/06	8/30/06	Amy Paoli	Chapman	5.0
Villa Park HS	Quillinan, Samuel	Special Ed.	6/1/06	8/30/06	John Errat	Chapman	10.0
Nohn Canyon	Hunter, Erin	5th Gr.	9/25/06	11/21/06	Whitney Amsbary	National	5.0
Villa Park Elem.	Thibodeau, Theresa	3/4 Combo	9/20/06	10/18/06	Jean Krever	National	5.0
Villa Park HS	Keil, Karen	Science	9/18/06	2/2/07	Greg Mitchell	National	10.0

TOPIC: TEACHER ASSIGNMENT/CONSENT - VARIABLE OR SHORT TERM WAIVER

DESCRIPTION: The California Education Code authorizes, under the provision of Section 44830(a), Variable Term Waivers that have to do with educator preparation and credentialing, and with the ability of employers to employ or assign persons who are not appropriately credentialed for their assignment. Requests for Variable Term Waivers may be submitted by employing agencies to solve a temporary certification or assignment problem, when the employing agency finds there are an insufficient number of certificated persons who meet the specified employment criteria for a position.

The California Education Code authorizes, under the provision of Section 80122 employing agencies to grant a short-term waiver provided it is issued one time only for any one credentialed teacher and one time only for a given classroom. They are valid for no more than one semester.

The teacher(s) whose name(s) is/are listed on the attached has/have met the requirements, has/have consented to the assignment, and has/have been judged by the site administrator to be competent in the subject matter. Likewise, all other means of credentialing and reassignment have been explored. The passage of this waiver will allow us to remain compliant with SB 435, which requires that all teachers be appropriately assigned.

FISCAL IMPACT: This item has no fiscal impact.

RECOMMENDATION: It is recommended that the Board of Education approve the variable term waiver as presented.

VARIABLE/SHORT TERM WAIVERS

Board Agenda
October 12, 2006

<u>NAME</u>	<u>SITE</u>	<u>POSITION</u>
E.C. 44268 Preparation Program: Clinical Rehabilitative Services (Waiver to complete requirements)		
Czaykowski, Jennah	Olive Elem./Serrano Elem.	Speech Therapist, Pre-K - 6

TOPIC: CONTRACT SERVICES REPORT – EDUCATIONAL SERVICES

DESCRIPTION: The following is a report of contract service items for Educational Services.

AT&T DATACOMM AT&T DataComm provides maintenance services for the District's Cisco hardware equipment that supports network connectivity, VoIP telephone units, servers, and intercoms. This contract will renew the annual maintenance agreement necessary to support these services. The fiscal impact will be the expenditure of unrestricted general fund monies.
 Information Services not-to-exceed \$20,803
 01.00-7394-0-5843-0000-7700-430-401-000 (Davis)

BLACKBOARD, INC. The Content Management System provides a personal work area or "virtual hard drive" where users can store, organize, and share files in a secure environment anytime, anywhere through Blackboard. The annual renewal includes maintenance, support, and software upgrades to the application. The fiscal impact will be the expenditure of unrestricted general fund monies.
 Educational Technology not-to-exceed \$34,900
 01.00-7394-0-5843-0000-2420-603-401-000 (Davis)

PLATO LEARNING Plato Learning will provide one day of professional development and one day of training to teachers on Plato software during the 2006/07 school year. This software incorporates standards-based instruction and formulates learning solutions to meet individual student needs. Training will include instruction on creating learning plans and using computerized one-on-one curriculum. The fiscal impact will be the expenditure of restricted categorical fund monies funded from the Enhancing Educational Technology Teaching (EETT) Grant.
 EETT Formula Grant not-to-exceed \$1,500
 01.00-4045-7-5640-1110-1000-603-603-000 (Davis)

**SAN JOAQUIN
COUNTY OFFICE OF
EDUCATION**

The District will share the cost for the custom Individualized Education Plan (IEP) forms developed for Orange County as part of the implementation of the new Special Education Information System (SEIS). The cost includes an annual fee, one-time setup fee and will be divided among the eight participating Orange County SELPAs based on each SELPA's special education student count for the 2006-07 school year.
Special Education not-to-exceed \$4,200
01.00-6500-0-5850-5770-1190-207-207-000 (Gee)

**SPECIAL EDUCATION
STUDENT I.D. #8082**

As the result of a mediated agreement, the District agrees to reimburse the parents of a special education student for tuition, registration, and books for the 2006-2007 school year. Reimbursement will be based on proof of payment submitted to the District.
Special Education not-to-exceed \$5,870
01-00-6500-0-5870-5750-1180-207-207-000 (Gee)

**DYNAMIC
INDICATORS OF
BASIC EARLY
LITERACY SKILLS
(DIBELS)**

The Dynamic Indicators of Basic Early Literacy Skills (DIBELS) are a set of standardized, individually administered measures of early literacy development. The DIBELS Data System is a web-based database which allows schools and districts to enter their DIBELS data online and generate automated reports. The cost for this fee-based service is \$1.00 per special education student in kindergarten through 6th grade for the 2006/2007 school year.
Special Education not-to-exceed \$2,000
01-00-6500-0-5850-5770-1190-207-207-000 (Gee)

PATTY MAIZE

Change Order: This contract was originally approved on July 20, 2006, for \$20,000. Due to the expansion of parent involvement responsibilities, it is necessary to increase the amount of the original contract by \$5,000. The additional amount will be funded from School Library Improvement Program (SLIP) funds. Patty Maize is a consultant with extensive experience in parent outreach. Ms. Maize will provide services to Orange High School from August 2006 through June 2007. These services will include community outreach, communication, and correspondence.
Fiscal Impact: Expenditure of restricted categorical funds totaling \$25,000.
SLIP funds (\$10,000 orig. approved) . . . not-to-exceed . . . \$ 5,000
01.00-7395-0-5850-1132-2495-692-604-000 (VanEck)
(01.00-3010-7-5850-1132-2495-692-604-000 -\$10,000 from Title I)

TEK DATA SYSTEMS

The TekData Systems Company will provide system support and a program license for Series-M WEB/MAX Media Management System. The WEB/MAX Media Management System allows our teachers and staff to reserve and circulate video and museum collection materials to all schools in Orange Unified School District. This contract is will be effective during the 2006/07 school year, and renewable on an annual basis. Fiscal Impact will be the expenditure of restricted categorical fund monies.

Library/media funds not to exceed \$5,125
01.00-0000-0-5843-0000-2420-209-209-000 (Eslick/VanEck)

**TEEN AWARENESS,
INC. / CHOICES**

School districts are required to provide an equitable share of federal monies to the private schools within their attendance boundaries. Teen Awareness Inc. will give two presentations of its CHOICES Sexual Abstinence program at Covenant Christian School. The topics covered will include "Making Healthy Decisions", "Avoiding STDs" (including HIV and AIDS), "Understanding Teen Pregnancy", and "Why and How to Wait". The presentation on May 22, 2007 will be an orientation for parents and the presentation on June 5, 2007 will be for students in grades six, seven and eight. The fiscal impact will be the expenditure of restricted categorical fund monies.

Title IV not-to-exceed \$593
01.00-3710-7- 5850-1323-1000-208-604-000 (Pollock/VanEck)

**MOTIVATIONAL
PRODUCTIONS**

School districts are required to provide an equitable share of federal monies to the private schools within their attendance boundaries. Motivational Productions, will present a multi-media presentation for Holy Family School, October 26, 2006. This presentation will cover good character, positive self-esteem and wise decision making. The presentation is supported by accompanying curricula and corporate support. The presentation will benefit students in grades K through 5 and 6 through 8. The fiscal impact will be the expenditure of restricted categorical fund monies.

Title IV not-to-exceed \$819
01.00-3710-7-5850-1323-1000-208-604-000 (Pollock/VanEck)

FISCAL IMPACT: \$80,810

RECOMMENDATION: It is recommended that the Board of Education approve the Contract Services Report – Educational Services as presented.

TOPIC: **STUDY TRIPS**

DESCRIPTION: El Modena High School Marching Band and Colorguard – Fresno, CA – November 17 – 19, 2006

El Modena's Marching Band and Colorguard under the direction of their coach, Carlie Attebury, will travel to Fresno to participate in the 2006 Western Band Association Competition. This competition is a culmination of a season of hard work and the opportunity to listen, see and compete against schools from northern California. The 34 male and 32 female students will be accompanied by ten male and ten female adult chaperones. Transportation will be provided by US Charter Bus with the Band Booster providing the funding. Students and chaperones will be housed at the Holiday Inn in Fresno. The cost per student is \$200 with scholarships available. Students will not miss any school and no substitute is required.

El Modena High School – Boy's Basketball Team – San Diego, CA – December 26 - 30, 2006

El Modena High School Boy's Basketball Team, under the direction of their coach Ryan Schmidt, will travel to San Diego to participate in the Mt. Carmel Holiday Hoops Classic 2006. The student/athletes will have the opportunity to compete against top high school teams from across the state. The 13 male students will be accompanied by two male and two female adult chaperones. The group will travel by rental vans and the driver will have an OUSD driver certificate form on file prior to this trip. The students and chaperones will be staying at the Double Tree Hotel with the cost being paid by the Basketball Booster Club. The students will not miss any school days and there will be no substitute needed.

Villa Park High School Boys' Basketball Team - Punahou, Hawaii – December 18 – 24, 2006

The Villa Park High School Boys' Basketball Team under the direction of their coach Kevin Reynolds will travel to Punahou, to participate in the 2006 Punahou Tournament. The student/athletes will compete against teams from across the western states. They will also participate in three days of study hall as well as visit Pearl Harbor and the Polynesian Cultural Center. The 16 male students will be accompanied by four male and one female adult chaperone as well as numerous parents. The student/athletes will travel by American Airlines from LAX to Honolulu. The group will be housed at the Double

Tree Alana Hotel in Punahou. The cost per student is \$800 and scholarships are available. The students will miss four days of school and there will be no substitute required.

Villa Park High School Girls' Basketball – Beaverton, OR – December 21-23, 2006

The Villa Park High School Girls' Basketball team, under the direction of their coach Kim Cram-Torres, will travel to Beaverton to participate in the Southridge High School Basketball Tournament. This event will enable the student/athletes to compete with other athletes and have the opportunity of exposure to college scouts. The 15 female student/ athletes will be accompanied by three female and one male adult chaperone. They will be housed at the Embassy Suites-Washington Square in Beaverton. Transportation to Oregon will be by Southwest Airlines with parents providing the transportation for their own student to the airport. The cost for this trip is \$100 and scholarships are available. The students will miss one school day and a substitute will not be required.

Serrano Elementary School – 5th Grade Classes, Dana Point – January 9-10 and January 11-12, 2007

Serrano's 5th grade classes, under the direction of Victoria Schmuhl and Tracy Greer, will travel to Dana Point on January 9-10 and January 11-12, 2007, respectively. Students will stay at the Ocean Institute and participate in their "Life in the Abyss" program. Students will study sea life in the depths of the ocean and will have the opportunity to learn about navigation by the stars as practiced in maritime tradition. This program correlated to the 5th grade science standards. Total cost to students is \$80 and scholarships are available.

FISCAL IMPACT: No impact to the general fund

RECOMMENDATION: It is recommended that the Board of Education approve the study trips as presented.

TOPIC: 2006-2007 ADULT EDUCATION PROGRAM

DESCRIPTION: The District's Adult Education Program is seeking Board approval to offer classes for adults in the community. During the 2006-07 school year, the funding level of 25 ADA will allow the District to offer classes in the summer, fall and spring. In order to fulfill the need for English as a Second Language (ESL) instruction for adults in our community the following courses are proposed and have been designed to address those needs:

- ESL Beginning Literacy
- ESL Beginning Low
- ESL Beginning High
- ESL Intermediate Low/High Combination
- ESL Beginning Literacy/Low Combination
- ESL Beginning Computers/Keyboarding

The following course will provide disabled adults with the opportunity to enhance their independent living skills and be become more self-sufficient. Instruction will include cooking skills, comparative shopping, budgeting and job-coping skills.

- Adults with Disabilities: Independent Living Skills

Parenting classes will be offered to assist parents of school age children to better understand their children as students. Parents will receive information on how the school and the school work. As well as health, safety and other issues, how to motivate their children to learn and how to increase cooperation between home and school.

- Helping Your Child Succeed in School

The courses will be offered at the Career Education Center, Orange and El Modena High Schools, California, Lampson, and Sycamore Elementary Schools and other sites to determine where there is a student need as well as classrooms available. Not all courses will be offered at all sites. Staffing will consist of an Adult Ed. Principal (\$38.48/hour) whose time equivalence is determined by Education Code, part-time instructors (\$29.53/hour) and a part-time clerk (\$13.432-\$17.196/hour).

FISCAL IMPACT: Receipt of restricted categorical funds.
\$63,266.50 (\$2,530.66 per ada x 25).
11.00.6390-0-XXXX-4110-1000-910-910-000

RECOMMENDATION: It is recommended that the Board of Education approve the 2006-2007 Orange Adult Education program as presented.

TOPIC:	CLASSIFIED POSITION SPECIFICATION - RESEARCH ANALYST
DESCRIPTION:	The Office of Research and Assessment currently maintains two positions which support OUSD school administration and staff, District departments and personnel, and state and federal requirements. There is a need for additional staffing due to increased responsibilities of the Office. Human Resources conducted a review by comparing proposed job duties with those specifications found in current job descriptions. Based on this review, it was determined that a new job title needed to be added to the District's list of job classifications. The position classification of Research Analyst was reviewed and evaluated.
FISCAL IMPACT:	The salary allocation for classified salary schedule range 47 is \$42,240 (step 1) to \$54,084 (step 6) annually. At step 3, including statutory benefits, the annual cost would be \$60,875.
RECOMMENDATION:	<p>It is recommended that the Board of Education approve the following:</p> <ul style="list-style-type: none">• Adopt the class specification of Research Analyst, and assign it to classified pay range 47.• Authorize the addition of one Research Analyst position.

TOPIC:	MEMORANDUM OF UNDERSTANDING BETWEEN ORANGE COUNTY SELPAS AND THE ORANGE COUNTY JUVENILE COURT AND DEPARTMENT OF SOCIAL SERVICES
DESCRIPTION:	<p>The Orange County Special Education Local Plan Area (SELPAs) have collaborated with the Orange County Juvenile Court, and the Department of Social Services, to develop a memorandum of understanding regarding the assessment of adjudicated youth who are suspected of having a disability. This pupil population is generally made up of wards and dependents that are placed in various board and care facilities in the county, held in juvenile hall, etc.</p> <p>The agreement will obligate the school district/SELPA which initiates an assessment, to complete the evaluation even if the student moves to a new district prior to the completion of the assessment (as long as the pupil resides within Orange County) and to communicate with the new school district to complete the Individualized Education Program process.</p>
FISCAL IMPACT:	This item has no fiscal impact.
RECOMMENDATION:	It is recommended that the Board of Education approve the Memorandum of Understanding between the Orange Unified School District and the Orange County SELPAs, along with Orange County Juvenile Court and the Department of Social Services.

**Orange County Juvenile Court
Memoranda of Understanding
Background Points of Information**

Background:

- Over the last several years, Orange County Juvenile Court has had an increasing number of juvenile wards and dependents that have been suspected of or identified as individuals with exceptional needs. This pupil population has typically been very mobile and transient. The Department of Social Services places these pupils per court order into a variety of board and care facilities throughout Orange County (i.e. Licensed Children Institutions, foster homes, group homes etc.). Over crowding, status of adjudication, and need for appropriate board and care facilities create a situation where pupils are relocated from one geographic area to another.
- To ensure adequate representation regarding education, the Court has contracted with five private Special Education attorney firms to represent these children as they are adjudicated.
- As a result, this has created a significant rise in the number of Special Education Appeal Proceedings. At present, the Orange County Department of Education has 95 cases pending.
- Previous school districts serving these children are often enjoined in these appeal proceedings (two years prior). This creates a potential for significant costs to be incurred for attorney fees given the number of respondents involved in a case.
- The Orange County Juvenile Court is strongly recommending that school districts and SELPA's within Orange County support the concept and approve a Memorandum of Understanding among stakeholders to assure proper educational evaluation and services for this at risk pupil population.
- The Orange County Juvenile Court and stakeholder agencies are committed to working collaboratively to establish an appropriate process that will assure adequate support to this pupil population to create a seamless system of care that will attempt to meet the educational needs of this pupil population.

MEMORANDUM OF UNDERSTANDING ASSESSMENT OF WARDS AND DEPENDENTS

This Memorandum of Understanding (MOU) is entered into by and between the Special Education Local Plan Areas (SELPA) of Orange County as follows:

WHEREAS, Education Code section 56344 requires that an Individualized Education Program be developed as a result of an assessment of a pupil within certain specified timelines;

WHEREAS, the SELPAs and school districts of Orange County are interested in completing the assessments of wards and dependents of the Orange County Juvenile Court in a timely manner;

WHEREAS, wards and dependents may be moved by the Orange County Juvenile Court, Social Services or Probation from location to location across school district boundaries without input from SELPAs or school districts;

WHEREAS, the SELPAs and school districts of Orange County wish to avoid delays in completing the assessment of wards and dependents of the Orange County Juvenile Court when wards and dependents are moved across district lines;

WHEREAS, the purpose of this agreement is to minimize the possibility of delay in completing the assessments of wards and dependents of the Orange County Juvenile Court.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. The SELPA and/or school district that begins the assessment of a ward or dependent of the Orange County Juvenile Court will complete the assessment within 60 days of receiving the parent's consent to the assessment plan as specified in 20 U.S.C. Section 1414(a)(1) and Education Code section 56344, unless otherwise agreed with the SELPA or school district where the ward or dependent has been relocated, provided that the SELPAs and school districts involved received written notice from the placing agency (e.g. Orange County Social Services, Orange County Probation) each time a ward or dependent is relocated. The 60 day timeline shall remain in effect unless written notice of the ward or dependent's relocation has not been given to the SELPA director of the SELPAs involved and the special education directors of the school districts involved by the appropriate county agency. If written notice of the ward or dependent's location has not been given, the 60 day timeline shall be extended and shall recommence on the date the SELPA director of the SELPAs involved and the special education directors of the school districts involved receive written notice.
2. SELPAs and/or school districts may agree to share responsibility and share completion of the assessment of a ward or dependent of the Orange County Juvenile Court when practical within the timelines specified in Education Code section 56344. If no agreement is reached by and between SELPAs and school districts, the original SELPA and/or school district that initiated the assessment will complete the assessment

required under Education Code section 56344 provided that the SELPA directors of the SELPAs and special education directors of the school districts involved received written notice of the child's transfer and present location.

3. The SELPAs and/or school districts involved in the assessment of a ward or dependent of the Orange County Juvenile Court shall discuss and determine the appropriate participants for the IEP meeting to discuss the assessment completed under Education Code section 56344. The SELPA and/or school district where the child resides shall convene and conduct the IEP meeting.

4. The SELPAs and/or school district shall meet quarterly to assess the effectiveness of this agreement. If a SELPA and/or school district have concerns about the implementation of this MOU, the SELPA and/or school district shall send written notice to the presiding judge of the juvenile court stating the SELPA and/or school district's concern and requesting a meeting with the presiding judge of the juvenile court or the presiding judge's designee. The meeting shall be held within 10 days of receipt of the request. Following the meeting, the SELPA may terminate their participation in this MOU by giving 60 days written notice to the SELPAs and districts participating in this MOU.

5. This MOU shall not apply to students located outside of Orange County nor shall it apply in the event a student is moved to a location outside of Orange County prior to the completion of an assessment.

DATED: **ANAHEIM CITY SELPA**

By: _____

DATED: **CAPISTRANO SELPA**

By: _____

DATED: **GARDEN GROVE SELPA**

By: _____

DATED: **GREATER ANAHEIM SELPA**

By: _____

DATED: IRVINE SELPA

By: _____

DATED: NEWPORT-MESA SELPA

By: _____

DATED: NORTHEAST SELPA

By: _____

DATED: NORTH ORANGE COUNTY SELPA

By: _____

DATED: ORANGE SELPA

By:  _____

DATED: SANTA ANA SELPA

By: _____

DATED: SOUTH ORANGE COUNTY SELPA

By: _____

DATED: **TUSTIN SELPA**

By: _____

DATED: **WEST ORANGE COUNTY SELPA**

By: _____

TOPIC:	SPECIAL EDUCATION NON-PUBLIC SCHOOLS & DESIGNATED INSTRUCTIONAL SERVICES- 2006-2007
DESCRIPTION:	Pursuant to the requirements of California Education Code Section 56365(a) – Non-Public Schools/Agencies (NPS) and Designated Instruction and Services (DIS) – (i.e. speech/language, physical/occupational therapy, orientation mobility training, adaptive physical education) – the Board of Education is authorized to place individuals with exceptional needs in non-public schools/agencies when those pupils cannot be appropriately served within the programs available in the school district.
FISCAL IMPACT:	Special Education Funds: \$243,273 01.00-6500-0-5870-5750-1180-207-207-000 01.00-6500-0-5871-5770-1190-207-207-000
RECOMMENDATION:	It is recommended that the Board of Education authorize non-public school/agency placement for the student identification numbers listed on the attached report, as presented.

**Orange Unified School District
Report of Special Education
Non-Public Schools & Designated Instructional Services 2006-2007**

ID No.	Non-Public School	Cost	Period Covered
233600	Excelsior Youth Centers, Inc. Aurora, Colorado	\$18,131	07/01/06-06/30/07
346138	Rossier Park Elementary School Orange, California	39,585 Addendum	07/01/06-06/30/07
348094	Speech & Language Dev. Center Buena Park, California	48,480	07/01/06-06/30/07
D No.	Designated Instruction	Cost	Period Covered
342200	Coyne & Associates Encinitas, California	\$42,240	07/01/06 – 06/30/07
331598	Gallagher Pediatric Therapy Fullerton, California	3,572	09/21/06 – 06/30/07
346422	Gallagher Pediatric Therapy	996	08/31/06 – 06/30/07
342091	Gallagher Pediatric Therapy	1,162	07/01/06 – 06/30/07
346729	Gallagher Pediatric Therapy	747	09/14/06 – 06/30/07
346651	Russo, Fleck & Associates Orange, California	3,400	08/31/06 – 06/30/07
347931	Russo, Fleck & Associates	4,200	07/24/06 – 06/30/07
305769	Russo, Fleck & Associates	600	08/18/06 – 06/30/07
347776	Russo, Fleck & Associates	6,600	08/25/06 – 06/30/07
312079	Russo, Fleck & Associates	8,400	08/18/06 – 06/30/07
348019	Russo, Fleck & Associates	17,400	08/29/06 - 06/30/07
347756	Russo, Fleck & Associates	3,320	09/05/06 – 06/30/07
342409	Russo, Fleck & Associates	4,200	08/14/06 – 06/30/07
347564	Russo, Fleck & Associates	6,600	08/31/06 – 06/30/07
323177	Russo, Fleck & Associates	9,000	07/01/06 – 06/30/07
322297	Russo, Fleck & Associates	3,400	08/08/06 – 06/30/07
313379	Russo, Fleck & Associates	9,000	07/01/06 – 06/30/07
335742	Russo, Fleck & Associates	1,760	07/01/06 – 06/30/07
		Addendum	
314251	Russo, Fleck & Associates	1,760	07/01/06 – 06/30/07
		Addendum	
307563	Russo, Fleck & Associates	880	07/01/06 – 06/30/07
		Addendum	
321537	Russo, Fleck & Associates	880	07/01/06 – 06/30/07
		Addendum	
305314	Russo, Fleck & Associates	360	07/01/06 – 06/30/07
		Addendum	
323856	Russo, Fleck & Associates	2,640	07/01/06 – 06/30/07
		Addendum	
280602	Russo, Fleck & Associates	440	07/01/06 – 06/30/07
		Addendum	
338000	Russo, Fleck & Associates	1,760	07/01/06 – 06/30/07
		Addendum	
333591	Russo, Fleck & Associates	1,760	07/01/06 – 06/30/07
		Addendum	

OUSD/Cohen/Gee
Board Agenda
October 12, 2006

TOPIC: **EXPULSION OF STUDENT: CASE NO. 06-07-08**

DESCRIPTION: Violation of California Education Code 48900 (b) (k) and 48915 (a) (1) (2) and (c) (2).

FISCAL IMPACT: The District will have a loss of ADA for two semesters.

RECOMMENDATION: It is recommended that the Board of Education uphold the recommendation that the student be expelled from the schools of the District for two semesters, however, conditionally consider returning the student second semester to an OUSD school if student is successful.

A hearing panel of administrators met on Thursday, September 28, 2006, and determined that a recommendation for expulsion be presented to the Board of Education. It was recommended that the student be expelled for two semesters (June 16, 2007). The student must maintain improved grades and satisfactory behavior; and have no penal code or education code violations. It was recommended that the student serve 20 hours of community service validated in writing. Parent/guardian, student is to meet with the Office of Child Welfare & Attendance prior to re-enrolling in OUSD.

TOPIC: CLASSIFIED POSITION SPECIFICATION: COMMUNITY DEVELOPMENT COORDINATOR II

DESCRIPTION: In May 2006, the District held a Strategic Planning Workshop which included certificated and classified staff, administrators, parents, members of the community and business leaders. One of the top four priority areas established was Partnerships, an area that identifies the need for stronger community partnerships and for direct and consistent communications with our community and business partners.

To meet the needs of the community in this area, it is recommended that the position of Community Development Coordinator be created. Under the direction of the Superintendent, this position would plan, organize and develop a comprehensive community development program to maintain cooperative relationships with parents, community- and government-based organizations and the news media. Further, this position would prepare and disseminate information pertaining to District events, functions and activities in an effort to enhance community relations and understanding of the District's objectives, services and activities.

FISCAL IMPACT: This position will be funded using budgeted, but unfilled positions (Executive Secretary I, Purchasing; ½ time District Athletic Director; and 50% Accounting Technician). The salary allocation for classified leadership salary range 99 is \$7,002 (step 1) to \$8,799 (step 6) monthly. At step 3, including statutory benefits, the annual cost would be \$113,945. There is no increase to the general fund budget.

RECOMMENDATION: It is recommended that the Board of Education approve the following:

- Adopt the class specification of Community Development Coordinator II and assign it to classified leadership pay range 99.
- Authorize the addition of one Community Development Coordinator II position.